EDUCATIONAL INSTITUTIONS, NONPROFIT INSTITUTIONS, AND FOR-PROFIT ORGANIZATIONS

RESEARCH GRANT TERMS AND CONDITIONS
(MAY 2001)
Office of Naval Research Home Page www.onr.navy.mil
DoDGARs Part 32 http://web7.whs.osd.mil/pdf/32106r/part32.pdf
DoDGARs PART 34 http://web7.whs.osd.mil/pdf/32106/part34.pdf
Forms http://www.onr.navy.mil/02/024/forms
Administering Grant Offices : http://www.onr.navy.mil/02/024/offices.htm
OMB Circulars http://www.whitehouse.gov/WH/EOP/OMB/html/circular.html

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1. Order of Precedence

This Grant is subject to the laws and regulations of the United States. Any inconsistency or conflict in the terms and conditions specified in this Grant shall be resolved according to the following order of precedence:

(a) The Federal statute authorizing this award, or any other Federal statutes directly affecting performance of this Grant.

(b) Department of Defense Grant and Assistance Regulations (DoDGARs) Part 32, Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, or Part 34, Administrative Requirements for Grants and Agreements with For-Profit Organizations, as appropriate and Appendix A thereto.

(c) These General Terms and Conditions. Other terms and conditions contained within the Grant and any attached schedules.

2. Statutes and Regulations

This Grant is subject to the applicable laws and regulations of the United States that apply to assistance instruments. DoDGARs 32 and 34 are hereby incorporated into this Grant by reference. The following OMB circulars, as appropriate, are incorporated into this Grant:

(a) A-21 "Cost Principles for Educational Institutions"
(b) A-110 "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations"
(c) A-122 "Cost Principles for Non-Profit Organizations"
(d) A-133 "Audits of States, Local Governments, and Non-Profit Organizations"

3. Cost Principles and Audit

Applicable to this Grant, and incorporated herein by reference, are the requirements, standards, and provisions of the DoDGARs and the appropriate OMB Circulars and attachments thereto, as revised as of the effective date of this Grant. For purposes of this paragraph, the term "appropriate" is determined by the organizational nature of the Grantee.

(a) DoDGARs Part 32, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and the OMB Circulars below apply specifically to educational institutions or nonprofit organizations.

(1) A-21 "Cost Principles for Educational Institutions"
(2) A-122 "Cost Principles for Nonprofit Organizations"
(3) A-133 "Audits of States, Local Governments, and Non-Profit Organizations"

(b) In accordance with DoDGARs Part 34, for-profit organizations, for-profit organizations will use their existing financial management system established for doing business in the commercial marketplace, to the extent that the systems comply with Generally Accepted Accounting Principles and the minimum standards contained in DODGARs 34.11, 34.16, and 34.17.

4. Access to Records

Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of three years from the date of submission of the final expenditure report. The United States Government shall have access to records in accordance with DoDGARs 32.53 and 34.42.

5. Research Responsibility

The Grantee has full responsibility for the conduct of the research activity supported by this Grant, in accordance with the Grantee's proposal, and the terms and conditions specified in this Grant.

Grantees are encouraged to suggest or propose to discontinue or modify unpromising lines of investigation or to explore interesting leads, which may appear during the development of the research. However, they must consult the Program Officer/Technical Representative, Block 21 of the Award/Modification document, through the Administrative Grants Officer (AGO), Block 23a of the Award/Modification document, before deviating from the objectives or overall program of the research originally proposed.

6. Modification of Grant

The only method by which this Grant can be modified is by a formal, written modification signed by either the AGO at the Administrative Office in Block 23a of the Award/Modification document, or the Awarding Office, Block 22 of the Award/Modification document. No other communications, whether oral or in writing, shall modify this Grant.

7. Prior Approvals

(a) In accordance with DoDGARs 32.25 for institutions of higher education, hospitals, and other non-profit organizations or DoDGARs 34.15 for for-profit organizations, as appropriate, prior approval of the following deviations from budget and program plans are required:

(1) The Grantee must consult the Program Officer/Technical Representative in Block 21 of the Award/Modification document through the AGO at the Administrative Office in Block 23a of the Award/Modification document before deviating from the research objectives defined in the grant proposal or any subaward, transfer or contracting out of substantive program performance under this award.

(2) Support for the project may not continue without the active direction of the Principal Investigator approved for, and identified in, this Grant. If the approved Principal Investigator severs his or her connection with the Grantee or otherwise relinquishes active direction of the project, either permanently or for a significant length of time (three months or more), the Grantee must either:

(i) Appoint a replacement Principal Investigator with the approval of the Program Officer/Technical Representative in Block 21 of the Award/Modification document through the AGO at the Administrative Office in Block 23a of the Award/Modification document, or

(ii) Relinquish the Grant, in which case the Grant shall be terminated in Accordance with the "Termination" provision in either DoDGARs 32.61, for institutions of higher education, hospitals, and other non-profit organizations or DoDGARs 34.51 for for-profit organizations, as appropriate.

(3) Extension of the expiration period of this Grant – The AGO at the Administrative Office in Block 23a of the Award/Modification document has authority to approve no funds extension requests <u>meeting all</u> of the following parameters:

(i) a one-time basis only; and
(ii) for a period not to exceed 90 days; and
(iii) where $50,000.00 or less of obligated funds remain to be expended.

In other cases, where a request <u>is outside</u> one or more of the parameters, a no funds extension can only be approved with the concurrence of the ONR Program Officer/Technical Representative in Block 21 of the Award/Modification document. For any no funds extension to be effective, a written grant modification must be issued and signed by the AGO at the Administrative Office in Block 23a or the Awarding Office in Block 22 of the Award/Modification document.

(4) A need for additional Federal funding.

(b) In accordance with OMB Circular A-21, Federal Agency approval is granted for the Grantee which is an educational institution to:

(1) Include charges for faculty consulting on sponsored agreements that exceed a faculty member's base salary rate, but only in unusual cases where:

(i) consultation is across departmental lines or involves a separate or remote operation; and

(ii) the consulting work is in addition to the faculty member's regular departmental load.

(2) Include as direct charges capital expenditures for general purpose equipment or special purpose equipment, but only if the equipment is primarily used in the actual conduct of the research.

(3) Include as direct charges capital expenditures for improvements to equipment that materially increases the equipment's value or useful life, but only if the equipment is primarily used in the actual conduct of the research.

(4) Include alterations and renovations under $25,000 subject to the following conditions:

(i) The alteration or renovation must be essential to the project supported;

(ii) The facility to be altered or renovated must have a useful life consistent with research purposes and be architecturally and structurally suitable for conversion to the type of space required;

(iii) The space involved must actually be occupied by the project or program;

(iv) The space must be suitable for human occupancy before alteration or renovation work is started, except where the purpose of the alteration or renovation is to make the space suitable for some purpose other than human occupancy (e.g., storage);

(v) If the space is rented, evidence must be provided that the terms of the lease are compatible with the alteration and renovation proposed.

(c) In accordance with OMB Circular A-122, Federal Agency approval is granted for the Grantee which is a non-profit organization, except those exempted under the Circular, to:

(1) Include as direct charges capital expenditures for general purpose equipment or special purpose equipment, but only if the equipment is primarily used in the actual conduct of the research.

(2) Include as direct charges capital expenditures for improvements to equipment that materially increases the equipment's value or useful life, but only if the equipment is primarily used in the actual conduct of the research.

(3) Include participant support costs such as stipends, subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees.

(4) Include costs of alterations and renovations under $25,000 subject to the following conditions:

(i) The alteration or renovation must be essential to the project supported;

(ii) The facility to be altered or renovated must have a useful life consistent with research purposes and be architecturally and structurally suitable for conversion to the type of space required;

(iii) The space involved must actually be occupied by the project or program;

(iv) The space must be suitable for human occupancy before alteration or renovation work is started, except where the purpose of the alteration or renovation is to make the space

suitable for some purpose other than human occupancy (e.g., storage);

(v) If the space is rented, evidence must be provided that the terms of the lease are compatible with the alteration and renovation proposed.

(d) In accordance with DoDGARs 34.15, Grantees that are for-profit organizations must consult the Program Officer/Technical Representative named in Block 21 of the Award/latest Modification document through the Administrative Grants Officer (AGO) at the Administrative Office shown in Block 23a and obtain a written approval from the AGO prior to including any additional costs that require prior approval in accordance with the cost principles for Federal funds and recipients' cost share or match in DoDGARs 34.13 and 34.17.

8. Preaward Costs

(a) Grantees may incur preaward costs for up to ninety (90) days prior to the effective date of the Grant award.

(b) Preaward costs as incurred by the Grantee must be necessary for the effective and economical conduct of the project, and the costs must be otherwise allowable in accordance with the appropriate cost principles.

(c) Any preaward costs are incurred at the Grantee's risk. The incurring of preaward costs by the Grantee does not impose any obligation on the Office of Naval Research (1) in the absence of appropriations, (2) if an award is not subsequently made, or (3) if an award is made for a lesser amount than the Grantee expected.

9. Unexpended Balance

In the absence of any specific notice to the contrary, Grantees are authorized to carry forward unexpended balances of funds received to subsequent funding periods.

10. Payments (Forms and instructions available at http://www.onr.navy.mil/02/024/forms)

(a) If the Grantee participates in the ONR EDI/EFT STARS Electronic Payment System (SEPS) bill paying network, the Grantee shall submit an electronic request for payment to the AGO at the Administrative Office in Block 23a of the Award/Modification document using the ONR EDI/EFT SEPS bill paying network. All payments shall be made via funds transfers per the Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (SF 3881) recorded under the EDI/EFT Vendor Number in Block 13c of the Award/Modification document.

(b) Payment requests hereunder shall be submitted by the Grantee using the Standard Form (SF) 270. The signed SF 270 shall be faxed to the AGO at the Administrative Office in Block 23a of the Award/Modification document for certification and transmittal to the disbursing office.

(c) For commercial entities, any request for advance payments must be approved by the Administrative Grants Officer (AGO) at the Administrative Office shown in Block 23a.

11. Overpayment and Earned Interest

Overpayment. Within ninety (90) days after the end date of the Grant, any overpayment of funds shall be remitted to the AGO at the Administrative Office in Block 23a of the Award/Modification document, by check made payable to the Office of Naval Research. An overpayment represents the difference between allowable actual expenditures and total disbursements received by the Grantee.

Earned Interest. Grantees who meet the conditions in DoDGARs Part 32.22(k) or 34.12(b)(2)(iv),
as appropriate, are required to deposit funds advanced under this Grant in an interest bearing account. Interest earned on such account, shall be remitted annually to the Department of Health and Human Services, Payment Management System, P.O. Box 6021, Rockville, MD 20852, by check made payable

to the Treasury of United States.

12. Performance Results

(a) If reports are requested in Block 31 of the Award/Modification document, the Grantee shall submit periodic reports as required by the Program Officer/Technical Representative and the final report within ninety (90) days after the end date of the Grant.

(b)The Grantee shall include a completed "Report Documentation Page" (SF 298) as the last page of each periodic and final technical report addressing performance results achieved under this Grant. The form and instructions are available on the Office of Naval Research Home Page at http://www.onr.navy.mil/02/024/forms. However, Block 12a of the SF 298 should be completed with the following distribution/availability statement: APPROVED FOR PUBLIC RELEASE. If the Grantee does not agree with that distribution/availability, the Grantee should contact the cognizant AGO at the Administrative Office in Block 23a of the Award/Modification document.

13. Future Funding

The Government's legal obligation is limited to the amount shown as "Total Obligated on Award," Block 16 of the Award/Modification document.

14. Option to Renew

If an option is indicated in Block 30 of the Award/Modification document, the Government may require the continuation of the research as detailed in Block 15 of the Award/Modification document. The option may be exercised by a modification to the Grant.

15. Grantee-Acquired Property

(a) If the Grantee is an institution of higher education, hospitals, and other non-profit organizations, title to all nonexpendable tangible personal property purchased by the Grantee with grant funds shall be deemed to have vested in the Grantee upon purchase, unless stated otherwise in this Grant, without further obligation to the Government.

(b) If the Grantee is a for-profit organization, title to all nonexpendable tangible personal property purchased under the Grant shall conditionally vest in the Grantee, unless stated otherwise in the Grant. The Grantee shall report and dispose of such property as required by DoDGARs 34.20-34.23.

16. Publications and Acknowledgment of Sponsorship

(a) Publication of results of the research project in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. One copy of each paper planned for publication will be submitted to the Program Officer/Technical Representative in Block 21 of the Award/Modification document simultaneously with its submission for publication. Following publication, copies of published papers shall be submitted to the Program Officer/Technical Representative.

(b) The Grantee agrees that when releasing information relating to this Grant, the release shall include a statement to the effect that the project or effort undertaken was or is sponsored by the Department of the Navy, Office of Naval Research.

(c) Disclaimer: The Grantee is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer: "Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Office of Naval Research."

(d) For the purpose of this clause, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings and symposia.

(e) Nothing in the foregoing shall affect compliance with the requirements of the article entitled "Security".

17. Patent Rights

"Report of Inventions and Subcontracts" (DD 882) is to be submitted to the Associate Counsel/Senior Patent Attorney at the address cited in Block 26 of the Award/Modification document. That individual will represent the AGO in Block 23a of the Award/Modification document with regard to invention reporting matters arising under this Grant. Recipients are subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements."

18. Subawards and Contracts/Subcontracts

The applicable Federal cost principles for subawards and contracts/subcontracts under this Grant shall be those applicable to the type of organization receiving the subaward, contract or subcontract. The applicable cost principles are:

(a) OMB Circular A-21 applicable to educational institutions.

(b) OMB Circular A-122 applicable to other nonprofit organizations, except those specifically exempted by the circular.

(c) Subpart 31.2 of the Federal Acquisition Regulation (48 CFR Subpart 31.2) applicable to commercial firms and those nonprofit organizations specifically exempted from the provisions of OMB Circular A-122.

(d) OMB Circular A-87 (34 CFR Part 255) for state and local governments.

(e) 45 CFR Part 74, Appendix E, for hospitals.

19. Security

The Grantee shall not be granted access to classified information under this Grant. If security restrictions should happen to apply to certain aspects of the proposed research, the Grantee will be so informed. In the event that the scientific work under this Grant may either need classification or involve access to or storage of any classified data, the Government shall make a decision on the need to classify, or require such access or storage within 30 days after receipt of a written notice from the Grantee. If the decision is affirmative, the Government may invoke the Termination clause in DoDGARs 32.61 or 34.51, as appropriate.

20. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

21. Military Recruiting on Campus

Military Recruiting on Campus (DoDGARs 22.520) applies to domestic U. S. colleges and universities. In such cases, the Military Recruiting regulations are incorporated herein by reference.

22. Live Organisms

By accepting funds under this Grant, the recipient assures that it will comply with applicable provisions of the following national policies concerning live organisms:

(a) For human subjects, the Common Federal Policy for the Protection of Human Subjects codified by the Department of Health and Human Services at 45 CFR Part 46 and implemented by the Department of Defense at 32 CFR Part 219.

(b) For animals:

(1) Rules on animal acquisition, transport, care, handling, and use in (i) 9 CFR Parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2159, as amended); and (ii) the "Guide for the Care and Use of Laboratory Animals," National Institutes of Health Publication No. 86-23.

(2) Prohibitions on the purchase or use of dogs and cats for certain medical training purposes, in Section 8019 (10 U.S.C. 2241 note) of the Department of Defense Appropriations Act, 1991 (Pub. Law 101-511).

(3) Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking possession, transport, purchase, sale, export or import of wildlife and plants, including the Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.

23. Research Involving Recombinant DNA Molecules

Any recipient performing research involving recombinant DNA molecules and/or organisms and viruses containing recombinant DNA molecules agrees by acceptance of this award to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules", of July 5, 1994 (59 FR 34496), amended August 5, 1994 (59 FR 40170), amended April 27, 1995 (60 FR 20726), and such later revision of those guidelines as may be published in the Federal Register.

24. Environmental Standards

By accepting funds under this Grant, the recipient assures that it will:

(a) Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et.seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p. 799] and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. In accordance with the EPA rules, the recipient further agrees that it will:

- Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5 (awards of less than $100,000, and certain other awards, exempt from the EPA regulations), as long as the facility remains on the list.
- Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the recipient knows has been recommended to be placed on the List of Violating Facilities.

(b) Identify to the awarding agency any impact this award may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Coastal barriers, and provide help the agency may need to comply with the Coastal

Barriers Resource Act (16 U.S.C. 3501, et seq.), concerning preservation of barrier resources.

(3) Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).

25. Nondiscrimination

By accepting funds under this Grant, the recipient assures that it will comply with applicable provisions of the following national policies prohibiting discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.).

(c) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(d) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

26. Activities Abroad

The Grantee shall assure that project activities carried on outside the United States are coordinated as necessary with appropriate Government authorities and that appropriate licenses, permits, or approvals are obtained prior to undertaking proposed activities. The awarding agency does not assume responsibility for Grantee compliance with the laws and regulations of the country in which the activities are to be conducted.

27. Cargo Preference

The recipient agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this Grant, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

28. Preference for U. S. Flag Air Carriers

Travel supported by U.S. Government funds under this Grant shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

29. Profit or Fee

In accordance with DODGARs 22.205(b) and DoD policy, no fee or profit may be charged to this grant.

30. Claims, Disputes, and Appeals

(a) Recipient Claims.

Recipients shall submit claims arising out of this Grant to the Grants Officer. Claims shall

specify the nature and basis for the relief requested and shall include all data and relevant facts in support of the claim.

(b) DOD Component Claims.

Claims by a DOD Component shall be the subject of a written decision by the Grants Officer.

(c) Alternative Dispute Resolution (ADR).

The Parties shall endeavor to agree upon an ADR technique (such as discussions, mediation, or mini-trial) appropriate to resolve any dispute, and they shall use ADR to the maximum extent practicable.

(d) Grants Officer decisions.

(1) Within 60 calendar days after receipt of a written claim, the Grants Officer shall:

(i) Prepare a written decision, which shall include the basis for the decision, the relevant facts on which the decision is based, and the identity and address of the cognizant Appeal Authority; or

(ii) Notify the Recipient of a date when the decision will be rendered. The notice shall address why additional time is needed and what, if any, additional information is required from the Recipient to adjudicate the claim.

(2) The Grants Officer's decision is final, unless appealed. In the event of an appeal, the Parties shall endeavor to use ADR procedures to the maximum extent practicable.

(e) Formal Administrative Appeals.

(1) Appeal Authority. The Executive Director of the Acquisition Department is ONR's Appeal Authority to decide formal, administrative appeals under this Grant. If the Executive Director is unable to serve in this capacity, the Deputy Chief of Naval Research shall so serve.

(2) A Recipient may appeal a Grants Officer's decision within 90 calendar days of receiving the decision by filing a written notice of appeal with the Appeal Authority and the Grants Officer.

(3) If the Parties elect to use ADR following the Grant Officer's decision, the remaining portion of the 90-day period for filing notice of appeal shall be tolled during the period running from the date the Parties agree in writing to utilize ADR to the date either (1) an ADR decision is issued or (2) one party notifies the other in writing that it is abandoning the ADR process.

(4) Appeal File. Within 30 calendar days after receipt of the notice of appeal, the Grants Officer shall forward to the Appeal Authority and the Recipient the appeal file, which shall include copies of all documents relevant to the appeal. The Recipient may supplement the file with additional documents it deems relevant. Either Party may supplement the file with a memorandum in support of its position, and the Appeal Authority may request additional information from the Parties.

(5) Decision. The appeal shall be decided solely on the basis of the written record, unless the Appeal Authority decides to conduct fact-finding or an oral hearing on the appeal. Any fact-finding or hearing shall be conducted using procedures that the Appeal Authority deems appropriate.

The decision of the Appeal Authority shall be final.

(6) Representation. A Recipient may be represented by counsel or any other designated representative in any claim, appeal, or ADR proceeding brought pursuant to this section, as long as the representative is not otherwise prohibited by law or regulation from appearing before ONR.

(f) Non-exclusivity of remedies.

Nothing in this section including the statement contained in paragraph (e)(5) above is intended to limit a Recipient's right to any remedy under the law.

[End of Items]