Understanding the Awards Process

Activity Packet

UC Davis
Office of Research
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<tr>
<td></td>
<td>NIH Award</td>
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</tr>
<tr>
<td>Award/Grant/Agreement number</td>
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<td>Project period</td>
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<td>Award mechanism</td>
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<tr>
<td>Was it funded at the full amount requested?</td>
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</tr>
<tr>
<td>Is it subject to FFATA?</td>
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Grant Number: 1R21EB018750-01A1
FAIN: R21EB018750

Principal Investigator(s):
Simon R Cherry, PHD
LAURA MARCU (contact), PHD

Project Title: Photodynamic Therapy Mediated by Cerenkov Light Emitted from Radiopharmaceut

Ms. Chris Dye-Hixenbaugh
SPO Analyst
1850 Research Park Drive
Suite 300
Davis, CA 956186134

Award e-mailed to: awards@ucdavis.edu

Budget Period: 05/01/2014 – 04/30/2015
Project Period: 05/01/2014 – 04/30/2016

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of $174,066 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to Regents of the University of California in support of the above referenced project. This award is pursuant to the authority of 42 USC 241  42 CFR 52  and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the “Terms and Conditions” is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

Each publication, press release, or other document about research supported by an NIH award must include an acknowledgment of NIH award support and a disclaimer such as "Research reported in this publication was supported by the National Institute Of Biomedical Imaging And Bioengineering of the National Institutes of Health under Award Number R21EB018750. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institutes of Health." Prior to issuing a press release concerning the outcome of this research, please notify the NIH awarding IC in advance to allow for coordination.

Award recipients must promote objectivity in research by establishing standards that provide a reasonable expectation that the design, conduct and reporting of research funded under NIH awards will be free from bias resulting from an Investigator’s Financial Conflict of Interest (FCOI), in accordance with 42 CFR Part 50 Subpart F. Subsequent to the compliance date of the 2011 revised FCOI regulation (i.e., on or before August 24, 2012), Awardees must be in compliance with all aspects of the 2011 revised regulation; until then, Awardees must comply with the 1995 regulation. The Institution shall submit all FCOI reports to the NIH through the eRA Commons FCOI Module. The regulation does not apply to Phase I Small Business Innovative Research (SBIR) and Small Business Technology Transfer (STTR) awards. Consult the NIH website http://grants.nih.gov/grants/policy/coi/ for a link to the regulation and additional important information.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,
James E. Huff
Grants Management Officer
NATIONAL INSTITUTE OF BIOMEDICAL IMAGING AND BIOENGINEERING

Additional information follows
SECTION I – AWARD DATA – 1R21EB018750-01A1

Award Calculation (U.S. Dollars)

Federal Direct Costs $134,436
Federal F&A Costs $39,630
Approved Budget $174,066
Federal Share $174,066
TOTAL FEDERAL AWARD AMOUNT $174,066

AMOUNT OF THIS ACTION (FEDERAL SHARE) $174,066

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<th>SUMMARY TOTALS FOR ALL YEARS</th>
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<tr>
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<tr>
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<td>2</td>
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Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:
CFDA Number: 93.286
EIN: 1916001537A1
Document Number: REB018750A
PMS Account Type: P (Subaccount)
Fiscal Year: 2014

<table>
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<tr>
<th>IC</th>
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<tbody>
<tr>
<td>EB</td>
<td>8472698</td>
<td>$174,066</td>
<td>$248,126</td>
</tr>
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Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

NIH Administrative Data:
PCC: DNMK / OC: 414A / Released: HUFFJ01 04/28/2014
Award Processed: 03/04/2014 08:59:52 PM

SECTION II – PAYMENT/HOTLINE INFORMATION – 1R21EB018750-01A1

For payment and HHS Office of Inspector General Hotline information, see the NIH Home Page at http://grants.nih.gov/grants/policy/awardconditions.htm

SECTION III – TERMS AND CONDITIONS – 1R21EB018750-01A1

This award is based on the application submitted to, and as approved by, NIH on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
d. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at http://grants.nih.gov/grants/policy/awardconditions.htm for certain references cited above.)

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase V Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots.
An unobligated balance may be carried over into the next budget period without Grants Management Officer prior approval.

This grant is subject to Streamlined Noncompeting Award Procedures (SNAP).

This award is subject to the requirements of 2 CFR Part 25 for institutions to receive a Dun & Bradstreet Universal Numbering System (DUNS) number and maintain an active registration in the Central Contractor Registration. Should a consortium/subaward be issued under this award, a DUNS requirement must be included. See http://grants.nih.gov/grants/policy/awardconditions.htm for the full NIH award term implementing this requirement and other additional information.

This award has been assigned the Federal Award Identification Number (FAIN) R21EB018750. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

Based on the project period start date of this project, this award is likely subject to the Transparency Act subaward and executive compensation reporting requirement of 2 CFR Part 170. There are conditions that may exclude this award; see http://grants.nih.gov/grants/policy/awardconditions.htm for additional award applicability information.

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: http://publicaccess.nih.gov/.

Treatment of Program Income:
Additional Costs

SECTION IV – EB Special Terms and Conditions – 1R21EB018750-01A1

NIBIB FINANCIAL MANAGEMENT PLAN REDUCTION
In order to meet Institute program objectives within Fiscal Year 2014 budget constraints, this grant is reduced to a level below that recommended. Future year levels of support are determined by applying an administrative reduction.

SALARY CAP
None of the funds in this award shall be used to pay the salary of an individual at a rate in excess of the current salary cap per year. Therefore, this award and/or future years are adjusted accordingly, if applicable. Currently salary cap levels can be found at the following URL: http://grants.nih.gov/grants/guide/notice-files/NOT-OD-14-052.html

CONSORTIUM/CONTRACTUAL COSTS
This award includes funds for consortium activity with:
- Dr. Henry Hirschberg of University of California Irvine in the amount of $77,219
Consortia are to be established and administered as described in the NIHGPS Chapter 15, at the following URL: http://grants.nih.gov/grants/policy/nihgps_2013/nihgps_ch15.htm#consortium_agreements

GRADUATE STUDENT COMPENSATION
In accordance with the Notice: NOT-OD-02-017 entitled, "GRADUATE STUDENT COMPENSATION" published on December 10, 2001, in the NIH Guide for Grants and Contracts, total direct costs of $42,000 (salary, fringe benefits and tuition remission) for graduate students are provided at a level not to exceed the NIH maximum allowable amount (zero level of the Ruth L. Kirschstein National Research Service Award stipend in effect at the time of the competing award). Support recommended for future years has been adjusted accordingly, if applicable. The full guide Notice describing the level of compensation allowed for a graduate student can be found at: http://grants.nih.gov/grants/policy/notice-files/NOT-OD-02-017.html
STAFF CONTACTS

The Grants Management Specialist is responsible for the negotiation, award and administration of this project and for interpretation of Grants Administration policies and provisions. The Program Official is responsible for the scientific, programmatic and technical aspects of this project. These individuals work together in overall project administration. Prior approval requests (signed by an Authorized Organizational Representative) should be submitted in writing to the Grants Management Specialist. Requests may be made via e-mail.

Grants Management Specialist: Monique C Day  
Email: daymc@mail.nih.gov  Phone: 301-594-6285  Fax: 301 480 3777

Program Official: Antonio Sastre  
Email: sastrea@mail.nih.gov  Phone: 301-402-1373

SPREADSHEET SUMMARY

<table>
<thead>
<tr>
<th>Grant Number: 1R21EB018750-01A1</th>
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<tbody>
<tr>
<td>INSTITUTION: Regents of the University of California</td>
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<table>
<thead>
<tr>
<th>Budget</th>
<th>Year 1</th>
<th>Year 2</th>
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<tr>
<td>TOTAL FEDERAL DC</td>
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<tr>
<td>TOTAL FEDERAL F&amp;A</td>
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<td>$89,410</td>
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<td>TOTAL COST</td>
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</table>

<table>
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<tr>
<th>Facilities and Administrative Costs</th>
<th>Year 1</th>
<th>Year 2</th>
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<tr>
<td>F&amp;A Cost Rate 1</td>
<td>54.5%</td>
<td>55.5%</td>
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<tr>
<td>F&amp;A Cost Base 1</td>
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<td>F&amp;A Costs 1</td>
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<td>F&amp;A Cost Rate 2</td>
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<tr>
<td>F&amp;A Costs 2</td>
<td>$33,124</td>
<td>$74,729</td>
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</table>
Dear Dr. Hakim-Elahi:

The National Science Foundation hereby awards a grant of $50,000 to University of California, Davis for support of the project described in the proposal referenced above.

This project, entitled "I-Corps: Dynamic Social Networks: From Research to Marketplace," is under the direction of Biswanath Mukherjee.

This award starts September 1, 2014 and ends February 28, 2015.

This grant is awarded pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 U.S.C. 1861-75) and is subject to Research Terms and Conditions (RTC, dated June 2011) and the NSF RTC Agency-Specific Requirements (dated March 7, 2014) are available at http://www.nsf.gov/awards/managing/rtc.jsp.

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase V Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots.

This award is subject to the Federal Funding Accountability and Transparency Act (FFATA) award term entitled, Reporting Subawards and Executive Compensation, which has been incorporated into the NSF Terms and Conditions referenced above.

If the awardee has any questions related to the pre-populated data associated with this award in the FFATA Subaward Reporting System, such questions should be submitted to: FFATAReporting@nsf.gov or by phone to: (800) 673-6188.

This award is subject to the provisions of NSF 12-602 "Innovation Corps Teams Program (I-Corps Teams)". Recovery of indirect costs is limited to $5,000 under this award.
As specified in the solicitation, as a condition of this award, the PI and I-Corps team are required to attend and fully-participate in the I-Corps curriculum. The technical performance of the award will be monitored against this condition. If any concerns or potential issues arise, the PI must contact the I-Corps program director immediately.

The attached budget indicates the amounts, by categories, on which NSF has based its support.

Please view the project reporting requirements for this award at the following web address [https://reporting.research.gov/fedAwardId/1454641].

The cognizant NSF program official for this grant is Rathindra DasGupta, (703) 292-8353
The cognizant NSF grants official contact is Shirley K. Byrd, (703) 292-5305.

Sincerely,

Jamie H. French
Grants and Agreements Officer

CFDA No. 47.041
awards@ucdavis.edu

IIP-1454641 000
### SUMMARY PROPOSAL BUDGET
#### Award No. 1454641

<table>
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<th>Person MOS</th>
<th>Funds granted</th>
<th>cal</th>
<th>acad</th>
<th>sumr</th>
<th>By NSF</th>
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<td>0.00</td>
<td>0.00</td>
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<td><strong>B. Other Personnel</strong></td>
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<td>3. (0.00) Graduate students</td>
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<td><strong>G. Other direct costs</strong></td>
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<td>2. Publication costs/page charges</td>
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<td>3. Consultant services</td>
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<tr>
<td>4. Computer (ADPE) services</td>
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<td>5. Subcontracts</td>
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<td>6. Other</td>
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<td><strong>I. Total indirect costs</strong></td>
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<tr>
<td><strong>M. Cost sharing</strong></td>
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Download [Adobe Acrobat Reader](https://www.adobe.com/products/reader.html) for viewing PDF files
1. This Agreement is entered into between the State Agency and the Contractor named below:
   STATE AGENCY'S NAME
   CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE, hereinafter referred to as “State”
   CONTRACTOR'S NAME
   The Regents of the University of California, hereinafter referred to as “University”

2. The term of this Agreement is:
   Upon DGS Approval Through April 30, 2017

3. The maximum amount of this Agreement is:
   $184,529.00 One Hundred Eighty-Four Thousand Five Hundred Twenty-Nine Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

   Exhibit A – A5: A–Scope of Work; A1–Deliverables; A2–Key Personnel; A3–Authorized Representatives;
   A4–Preexisting Data; A5–CV/Resumes 16 page(s)

   Other Exhibits A: A6–Current & Pending Support; 2 page(s)

   Exhibit B – B–Budget; B1–Budget Justification; B3–Invoice Elements 4 page(s)

   Exhibit C – University Terms and Conditions 16 page(s)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

The Regents of the University of California

BY (Authorized Signature) Randi Jenkins, Director

DATE SIGNED (Do not type) 4/15/2016

PRINTED NAME AND TITLE OF PERSON SIGNING Randi Jenkins, Director

ADDRESS Office of Research, Sponsored Programs
1850 Research Park Drive, Ste. 300
Davis, CA 95616

STATE OF CALIFORNIA

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY (Authorized Signature) Karen Edgren, Chief, Business Management Branch

DATE SIGNED (Do not type) 4/25/11

PRINTED NAME AND TITLE OF PERSON SIGNING Karen Edgren, Chief, Business Management Branch

ADDRESS P.O. BOX 944209
SACRAMENTO, CA 94244-2090
Exhibit A
SCOPE OF WORK

OMITTED FOR THE PURPOSES OF THIS EXERCISE
**Exhibit A1**

**Schedule of Deliverables**

List all items that will be delivered to the State under the proposed Scope of Work. Include all reports, including draft reports for State review, and any other deliverables, if requested by the State and agreed to by the Parties.

<table>
<thead>
<tr>
<th>Deliverable*</th>
<th>Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly Reports</td>
<td>Includes quarterly invoice and report sufficiently detailing actual work performed and specific milestones completed.</td>
<td>September 1, 2016, December 1, 2016, March 1, 2017</td>
</tr>
<tr>
<td>Draft Manuscript</td>
<td>The manuscript will include age and growth data to develop an age-length key for delta and longfin smelt. This will allow us to estimate the age of all fish collected during the 20-mm survey where a length and date is recorded. The data series goes back to 1995 and includes three periods of 2-3 years of dry conditions and three periods of wet conditions to test the prediction that droughts will reduce growth rates of smelt. Data on inter-annual variability of freshwater outflow, temperature and larval fish prey will be including in the predictive model using GLMM.</td>
<td>April 15, 2017</td>
</tr>
<tr>
<td>Final Report</td>
<td>Summary of Findings</td>
<td>March 31, 2017</td>
</tr>
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The following Deliverables are subject to paragraph 18. Copyrights, Section B of Exhibit C

* If use of any Deliverable is restricted or is anticipated to contain Preexisting Data or copyrightable works with any restricted use, it will be clearly identified in Exhibit A4, Use of Preexisting Data, Copyrighted Works and Deliverables.
Exhibit A2
Key Personnel

List Key Personnel as defined in the Agreement starting with the PI, by last name, first name followed by Co-PIs. Then list all other Key Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on the proposed project. Use additional consecutively numbered pages as necessary.

<table>
<thead>
<tr>
<th>Last Name, First Name</th>
<th>Institutional Affiliation</th>
<th>Role on Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>PI:</td>
<td></td>
<td>Principal Investigator</td>
</tr>
<tr>
<td>Co-PI(s) (if applicable):</td>
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<tr>
<td>Other Key Personnel (if applicable):</td>
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<td></td>
</tr>
<tr>
<td>[Redacted]</td>
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<td>Technician</td>
</tr>
<tr>
<td>[Redacted]</td>
<td>[Redacted]</td>
<td>Technician</td>
</tr>
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</table>
## Exhibit A3
### Authorized Representatives

The following individuals are the authorized representatives for the State and the University under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.

Changes in the University Principal Investigator are subject to the Key Personnel section of this Agreement. Changes in other contact information may be made by notification, in writing, between the parties.

<table>
<thead>
<tr>
<th>State Agency Contacts</th>
<th>University Contacts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Project Manager (Technical)</strong></td>
<td><strong>Principal Investigator</strong></td>
</tr>
<tr>
<td>Name: Gena Lasko</td>
<td></td>
</tr>
<tr>
<td>Environmental Scientist</td>
<td></td>
</tr>
<tr>
<td>Address: California Department of Fish and Wildlife</td>
<td></td>
</tr>
<tr>
<td>1416 Ninth Street, 12th Floor (mailroom)</td>
<td></td>
</tr>
<tr>
<td>Sacramento, CA 95814</td>
<td></td>
</tr>
<tr>
<td>Telephone: (916) 445-8365</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:Gena.Lasko@wildlife.ca.gov">Gena.Lasko@wildlife.ca.gov</a></td>
<td></td>
</tr>
<tr>
<td><strong>Authorized Official (contract officer)</strong></td>
<td><strong>Authorized Official</strong></td>
</tr>
<tr>
<td>Name: Karen Edgren</td>
<td></td>
</tr>
<tr>
<td>Staff Services Manager III</td>
<td></td>
</tr>
<tr>
<td>Address: California Department of Fish and Wildlife</td>
<td></td>
</tr>
<tr>
<td>Business Management Branch</td>
<td></td>
</tr>
<tr>
<td>1831 Ninth Street</td>
<td></td>
</tr>
<tr>
<td>Sacramento, CA 95811</td>
<td></td>
</tr>
<tr>
<td>Telephone: (916) 445-9612</td>
<td></td>
</tr>
<tr>
<td>Fax: (916) 445-9620</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:Karen.Edgren@wildlife.ca.gov">Karen.Edgren@wildlife.ca.gov</a></td>
<td></td>
</tr>
<tr>
<td><strong>Send notices to (if different):</strong></td>
<td><strong>Send notices to (if different):</strong></td>
</tr>
<tr>
<td>Name: Tammy Thomas</td>
<td>Name: Victoria Sissac</td>
</tr>
<tr>
<td>Staff Services Manager I</td>
<td>Contracts and Grants Analyst</td>
</tr>
<tr>
<td>Address: California Department of Fish and Wildlife</td>
<td>Office of Research, Sponsored Programs</td>
</tr>
<tr>
<td>Contracts Management Section</td>
<td>Director</td>
</tr>
<tr>
<td>1831 Ninth Street</td>
<td>Address: Office of Research, Sponsored Programs</td>
</tr>
<tr>
<td>Sacramento, CA 95811</td>
<td>1850 Research Park Drive, Ste. 300</td>
</tr>
<tr>
<td>Telephone: (916) 445-2915</td>
<td>Davis, CA 95628</td>
</tr>
<tr>
<td>Fax: (916) 445-9620</td>
<td>Telephone: (530) 754-8094</td>
</tr>
<tr>
<td>Email: <a href="mailto:Tammy.Thomas@wildlife.ca.gov">Tammy.Thomas@wildlife.ca.gov</a></td>
<td>Fax:</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:awards@ucdavis.edu">awards@ucdavis.edu</a></td>
</tr>
</tbody>
</table>

(DFW UC/CSU EXA3 Revised 01/2016)
<table>
<thead>
<tr>
<th>Administrative Contact</th>
<th>Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> James Croft</td>
<td><strong>Name:</strong> Victoria Sissac</td>
</tr>
<tr>
<td><strong>Associate Governmental Program Analyst</strong></td>
<td><strong>Contracts and Grants Officer</strong></td>
</tr>
<tr>
<td><strong>Address:</strong> California Department of Fish and Wildlife</td>
<td><strong>Address:</strong> Office of Research, Sponsored Programs</td>
</tr>
<tr>
<td>1416 Ninth Street</td>
<td>1850 Research Park Driver, Ste. 300</td>
</tr>
<tr>
<td>Sacramento, CA 95814</td>
<td>Davis, CA 95616</td>
</tr>
<tr>
<td><strong>Telephone:</strong> (916) 445-2018</td>
<td><strong>Telephone:</strong> (530) 754-8094</td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:James.Croft@wildlife.ca.gov">James.Croft@wildlife.ca.gov</a></td>
<td><strong>Email:</strong> <a href="mailto:awards@ucdavis.edu">awards@ucdavis.edu</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Contact/Accounting</th>
<th>Authorized Financial Contact/Invoicing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> California Department of Fish and Wildlife</td>
<td><strong>Name:</strong> The Regents of the University of California</td>
</tr>
<tr>
<td>Accounting Services Branch</td>
<td><strong>Cashier’s Office</strong></td>
</tr>
<tr>
<td>Claims Section</td>
<td><strong>Address:</strong> P.O. Box 989062</td>
</tr>
<tr>
<td><strong>Address:</strong> 1416 Ninth Street, 12th Floor</td>
<td>Programs</td>
</tr>
<tr>
<td>Sacramento, CA 95814</td>
<td>West Sacramento, CA 95798-9062</td>
</tr>
<tr>
<td><strong>Telephone:</strong> (916) 653-4895</td>
<td><strong>Telephone:</strong> (530) 752-0460</td>
</tr>
<tr>
<td><strong>Fax:</strong> (916) 654-5304</td>
<td><strong>Fax:</strong> (530) 752-5328</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><strong>Email:</strong> <a href="mailto:cashier@ucdavis.edu">cashier@ucdavis.edu</a></td>
</tr>
</tbody>
</table>
Exhibit A4
USE OF PREEXISTING DATA, COPYRIGHTED WORKS AND DELIVERABLES

If the either Party will be using any third-party or pre-existing data or copyrighted works that have restrictions on use, then list all such data or copyrighted works and the nature of the restriction below. If no third-party or pre-existing data or copyrighted works will be used, check "none" in this section.

A. State: Preexisting Data and/or copyrighted works to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

<table>
<thead>
<tr>
<th>Owner (State Agency or 3rd Party)</th>
<th>Type of Data or copyrighted work (Restricted or Unrestricted)</th>
<th>Description</th>
<th>If Restricted, nature of restriction:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

B. University: Use of Pre-existing Data or copyrighted works included in Deliverables identified in Exhibit A1.

<table>
<thead>
<tr>
<th>Owner (University or 3rd Party)</th>
<th>Type of Data or copyrighted work (Restricted or Unrestricted)</th>
<th>Description</th>
<th>If Restricted, nature of restriction:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C. Anticipated restrictions on use of Project Data.
If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check "none" in this section.

<table>
<thead>
<tr>
<th>Owner (University or 3rd Party)</th>
<th>Description</th>
<th>Nature of Restriction:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

(DFW UC/CSU EXA4 Revised 01/2016)
Exhibit A5
Curriculum Vitae (CV) / Résumés / Biosketch

(Attach CV/Résumé/Biosketch for Key Personnel listed in Exhibit A2)

OMITTED FOR THE PURPOSES OF THIS EXERCISE
Exhibit A6
Current and Pending Support

University will provide current & pending support information for Key Personnel identified in Exhibit A2 at time of proposal and upon request from State agency. The "Proposed Project" is this application that is submitted to the State. Add pages as needed.

<table>
<thead>
<tr>
<th>PI</th>
<th>Status (currently active or pending approval)</th>
<th>Award # (if available)</th>
<th>Source (name of the sponsor)</th>
<th>Project Title</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hobbs, James</td>
<td></td>
<td></td>
<td></td>
<td>Drought effects on Delta Smelt; Growth and Life-history of Delta Smelt from the Yolo Bypass.</td>
<td>07/01/16</td>
<td>6/30/15</td>
</tr>
<tr>
<td>Healy, Brian</td>
<td>CURRENT PENDING</td>
<td></td>
<td></td>
<td>The Impact of Drought on the Endangered Delta Smelt.</td>
<td>07/01/2016</td>
<td>6/30/2019</td>
</tr>
<tr>
<td>Gilliam, Mackenzie</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OMITTED FOR THE PURPOSES OF THIS EXERCISE
**Exhibit B**  
**Line Item Budget**

Payment and invoicing will be in accordance to Section 14 of the attached Exhibit C (UTC-116).

**Principal Investigator Hobbs, James A.**

### COMPOSITE BUDGET: ESTIMATE FOR ENTIRE PROPOSED PROJECT PERIOD  
**Upon DGS Approval**  
**To**  
**April 01, 2017**

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>From: To:</th>
<th>Upon Approval 12/30/16</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel: <strong>Salary and fringe benefits</strong></td>
<td>$ 133,123.00</td>
<td>$  $  $</td>
<td>$  133,123.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel</td>
<td>$ 1,000.00</td>
<td>$  $  $</td>
<td>$  1,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Materials &amp; Supplies</td>
<td>$ 13,500.00</td>
<td>$  $  $</td>
<td>$  13,500.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>$</td>
<td>$  $  $</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant</td>
<td>$</td>
<td>$  $  $</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Subrecipient</td>
<td>$</td>
<td>$  $  $</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Direct Costs (ODC)</td>
<td>$</td>
<td>$  $  $</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ODC #1</td>
<td>$</td>
<td>$  $  $</td>
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<tr>
<td>ODC #2</td>
<td>$</td>
<td>$  $  $</td>
<td>$</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>ODC #3</td>
<td>$</td>
<td>$  $  $</td>
<td>$</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Total Direct Costs</strong></td>
<td><strong>$ 147,623.00</strong></td>
<td>$  $  $</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Indirect (F&A) Costs**

| On-Campus MTDC | $ 36,906.00 | $  | $  | $  | $  | $ 184,529.00 |

**Total Estimated Costs Per Year**

| $ 184,529.00 |

**Total Estimated Costs for Proposed Project Period**

| $ 184,529.00 |

**Project Period Budget Flexibility** – Budget revisions between identified budget categories in cost reimbursement agreements that are within the total contract amount, comply with the Prior Approval Requirements, above and do not change the Scope of Work or substitute Key Personnel, as defined in this Agreement, are allowed as described below:

1) Up to 10% of each annual budget amount or $18,453, is allowed as agreed to by the Parties.

2) Exceeding 10% or $18,453, whichever is less, of the last approved budget require the State’s Contract Project Manager prior approval and may require a formal amendment to this Agreement. The contractor will submit a revised budget to the State for approval.

Rev. 01/01/2016
Exhibit B1
Budget Justification

The Budget Justification will include the following items in this format.

Personnel
Name. Starting with the Principal Investigator list the names of all known personnel who will be involved on the project for each year of the proposed project period. Include all collaborating investigators, individuals in training, technical and support staff or include as "to be determined" (TBD).

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Principal Investigator</td>
</tr>
<tr>
<td></td>
<td>Junior Specialist</td>
</tr>
<tr>
<td>TBD</td>
<td>Student Assistant</td>
</tr>
<tr>
<td>TBD</td>
<td>Student Assistant</td>
</tr>
</tbody>
</table>

Role on Project. For all personnel by name, position, function, and a percentage level of effort (as appropriate), including "to-be-determined" positions.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Function</th>
<th>Percentage Level of Effort</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Principal Investigator</td>
<td></td>
<td>25%</td>
</tr>
<tr>
<td></td>
<td>Junior Specialist</td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>Junior Specialist</td>
<td></td>
<td>80%</td>
</tr>
<tr>
<td>TBD</td>
<td>Student Assistant</td>
<td></td>
<td>30%</td>
</tr>
<tr>
<td>TBD</td>
<td>Student Assistant</td>
<td></td>
<td>30%</td>
</tr>
</tbody>
</table>

Fringe Benefits.
In accordance with University policy, explain the costs included in the budgeted fringe benefit percentages used, which could include tuition/fee remission for qualifying personnel to the extent that such costs are provided for by University policy, to estimate the fringe benefit expenses on Exhibit B.

Composite benefit rates are based on the proposed rates for fiscal year 2015-2016 in publication Composite-Benefit Rates 2014 published by the Office of Research at http://accounting.ucdavis.edu/doc_help/labor/composite_benefit_rate/index.cfm. NO TUITION is included in this benefit.

Travel
Itemize all travel requests separately by trip and justify in Exhibit B1, in accordance with University travel guidelines. Provide the purpose, destination, travelers (name or position/role), and duration of each trip. Include detail on airfare, lodging and mileage expenses, if applicable. Should the application include a request for travel outside of the state of California, justify the need for those out-of-state trips separately and completely.

$1,000.00 is required to for attending the IEP Annual Meeting to present posters and oral presentation representing the work performed. Registration is $130 per person. All staff supported by this contract will attend the meeting (5x130= $650). Additional costs for travel include fleet vehicle rental at $50 per day plus mileage from Davis to Folsom Ca (3-days x 50 = $150) plus 0.078cent/ml. Roundtrip is 84miles from UCD Fleet Services to Lake Natoma Inn. (3-days x 84mi x 0.0788/ml = $19.65). The remaining $180 will be used for meals.

Rev. 01/01/2016
Materials and Supplies

Itemize materials supplies in separate categories. Include a complete justification of the project's need for these items. Theft sensitive equipment (under $5,000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.29.

Supplies funds include recharge for Laser Ablation Multicollector ICPMS at the supervised rate of $62/hr for otolith and solution MC ICPMS for water samples at $140/hr. (http://icpms.ucdavis.edu/rates-policies). We anticipate 100 hours on the laser for a total of $6,200. We anticipate examining 50 water samples for a total of $7,000.

Equipment

List each item of equipment (greater than or equal to $5,000 with a useful life of more than one year) with amount requested separately and justify each.

N/A

Consultant Costs

Consultants are individuals/organizations who provide expert advisory or other services for brief or limited periods and do not provide a percentage of effort to the project or program. Consultants are not involved in the scientific or technical direction of the project as a whole. Provide the names and organizational affiliations of all consultants. Describe the services to be performed, and include the number of days of anticipated consultation, the expected rate of compensation, travel, per diem, and other related costs.

N/A

Subawardee (Consortium/Subrecipient) Costs

Each participating consortium organization must submit a separate detailed budget for every year in the project period in Exhibit B2 Subcontracts. Include a complete justification for the need for any subawardee listed in the application.

N/A

Other Direct Costs

Itemize any other expenses by category and cost. Specifically justify costs that may typically be treated as indirect costs. For example, if insurance, telecommunication, or IT costs are charged as a direct expense, explain reason and methodology.

N/A

Rent

If the scope of work will be performed in an off-campus facility rented from a third party for a specific project or projects, then rent may be charged as a direct expense to the award.

N/A

Indirect (F&A) Costs

Indirect costs are calculated in accordance with the University budgeted indirect cost rate in Exhibit B.

25% Indirect Cost Rate is @5% per sponsor's policy.

Rev. 01/01/2016
Exhibit B3
Invoice and Detailed Transaction Ledger Elements

In accordance with Section 14 – Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University’s Financial Contact and the PI.

Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category (Exhibit B) – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available

- Personnel
- Equipment
- Travel
- Subawardee – Consultants
- Subawardee – Subcontract/Subrecipients
- Materials & Supplies
- Other Direct Costs
  - TOTAL DIRECT COSTS (if available from system)
- Indirect Costs
  - TOTAL

Detailed transaction ledger and/or payroll ledger for the invoice period

- Univ Fund OR Agency Award # (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- GL Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name
- Transaction Posting Date
- Time Worked
- Transaction Amount

---

1 If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger.

2 For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements.
Exhibit C

University Terms and Conditions (UTC-116)

1. Definitions: Refer to definitions at end of document.

2. Approval
This Agreement is of no force or effect until signed by both Parties and approved by the Department of General Services, if required. University may not commence performance until such approval has been obtained.

3. Amendment
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the Parties.

4. Liability
A. The University shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its respective officers, agents or employees.

B. In accordance with Government Code Section 895.4, the State shall defend, indemnify and hold harmless the University, its officers, employees and agents from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State, its respective officers, agents or employees.

C. If the University provides funds to any third party ("Subawardee"), excluding any agency or department of the United States, to accomplish any of the work of this agreement, the University shall first enter into a written agreement with each Subawardee by which the Subawardee agrees to indemnify and hold harmless the State of California, the State and its officers, agents, and employees from any and all liabilities, losses, claims, demands, damages, or costs, including without limitation litigation costs and attorney’s fees, resulting from or arising out of the Subawardee’s performance under its agreement with the University, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Subawardees, its respective officers, agents or employees. The foregoing does not limit any breach of contract action that the State may have against the University.

5. Conflict of Interest
A. Conflict of Interest
1) State intends to avoid any real or apparent conflict of interest on the part of the University, Subawardees, or employees, officers and directors of the University or
Subawardee. Thus, State reserves the right to determine, in its reasonable discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the University to submit additional information or a plan for resolving the conflict, subject to State review and prior approval.

2) Conflicts of interest include, but are not limited to:
   (a) An instance where the University or any of its Subawardees, or any employee, officer, or director of the University or any Subawardee receiving information in connection with the performance of services under the agreement has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would result in private or personal benefit.
   (b) An instance where, in connection with the performance of services under the agreement, the University’s or any Subawardee’s employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

B. Disclosure of Current and Pending Support
   The University will be required to submit a completed Current and Pending Support form (Exhibit A6) to the State with its Proposal. Upon request from the State, University will submit an updated Current and Pending Support form within thirty (30) calendar days of the request from the State.

C. Evaluation
   If either Party becomes aware of a known or suspected conflict of interest pursuant to paragraphs A or B above, the knowledgeable Party shall inform the other Party, and the University will be given an opportunity to submit additional information or to resolve the conflict. Within twenty (20) calendar days from the date of notification of the conflict, the University will provide additional information sufficient to fully evaluate the nature and effects of the potential conflict. If a conflict of interest is determined to exist by the State in its reasonable discretion and cannot be resolved to the satisfaction of the State, the conflict will be grounds for terminating the contract for good cause pursuant to Section 7 of this Agreement. The State may, at its discretion upon receipt of a written request from the University, authorize an extension of the timeline indicated herein.

6. Dispute Resolution
   A. The State’s Contract/Program Manager and the University’s Principal Investigator shall attempt to informally resolve any disputes under this agreement.

   B. If either Party determines that the dispute cannot be informally resolved, either Party may submit to the other Party in writing a description of the dispute and the desired outcome.
C. The State's Authorized Official, as designated in Exhibit A3, or designee and the University's Director of Contracts and Grants Administration or designee shall meet to review the issues. A written decision signed by the Party receiving the notice of dispute shall be returned to the other Party within thirty (30) working days of the receipt of the notice of dispute, or as otherwise agreed between the Parties, in writing.

D. If both Parties cannot agree upon a resolution after following the processes described in this Agreement, both Parties retain the right to bring a lawsuit or seek any other legal or equitable remedy either Party may have.

E. Pending the final resolution of any dispute arising under this Agreement, University agrees to diligently proceed with the performance of this Agreement, including the delivery of goods or the provision of services or research in accordance with the terms of this Agreement, unless the dispute involves the University's continued performance under this Agreement. The University's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Agreement. State agrees to continue payment for costs not under dispute.

F. If payment for services performed by University is part of the dispute, to the extent it is legally able to do so, the State will ensure that funds remain available for this purpose and do not revert prior to the conclusion of the dispute resolution process.

G. This dispute resolution process does not preclude either Party from exercising its right to terminate this Agreement pursuant to Section 7.

7. Termination
   A. The State's Authorized Official may terminate this Agreement with or without cause and upon thirty (30) calendar days written notice to the University of the cause for termination. Upon receipt of the State's notice of termination, the University shall take reasonable efforts to limit or terminate all financial commitments and will not incur new obligations under this Agreement. In accordance with the Invoice Provision of this Agreement the State shall reimburse the University for costs incurred up to the effective date of termination and for costs incurred due to Non-cancellable Obligations, up to the undisbursed balance of funds authorized in this Agreement.

   B. The University's Authorized Official may terminate this Agreement for Good Cause and upon thirty (30) calendar days written notice to the State of the cause for termination. Upon submission of the University's notice of termination, the University shall take reasonable efforts to limit or terminate all financial commitments and will not incur new obligations under this Agreement. In accordance with the Invoice Provision of this Agreement the State shall reimburse the University for costs incurred up to the effective date of termination and for costs incurred due to Non-cancellable Obligations, up to the undisbursed balance of funds authorized in this Agreement.

   C. Good Cause is defined as impossibility of performance or frustration of purpose. Good cause does not include material breach or termination for convenience.

   D. In the case of early termination, the University will submit, within ninety (90) days of the termination date, an invoice and a report covering services up to the termination date.
Any Deliverable as described in this Agreement, that is fully or partially completed up to the termination date (work product), will be provided to the State.

E. Upon receipt of the invoice, progress report, data, and work product, a final payment will be made to the University. This payment shall be for all costs incurred in accordance with this Agreement, and shall include labor and materials purchased or utilized (including all Non-cancellable Obligations) up to the termination date, and pro rata share of indirect costs as specified in the proposal budget.

F. If either Party notifies the other of a material breach, the breaching Party will have fifteen (15) calendar days to respond with a remedy to correct the breach. The receiving Party has fifteen (15) calendar days to accept or reject the proposed remedy or offer an alternative remedy. Upon approval of the proposed remedy, the breaching Party has thirty (30) calendar days to implement the cure. In the event the breaching Party does not cure the breach within the thirty-day period, the non-breaching Party may terminate for cause immediately upon written notice. All notifications, acceptances and or rejections must be submitted in writing.

G. Pursuant to a Governor’s Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, the State may issue a Suspension Notice. The Notice must identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Work charged to the State must stop immediately upon receipt of the Notice. The University retains the right to reimbursement of costs incurred to date, including non-cancellable obligations, and reserves the right to seek reimbursement through administrative or legal action.

H. The University shall include in any contract with any subawardee retained for work under this Agreement a provision that entitles the University to suspend or terminate the agreement with the subawardee for any reason on written notice and on the same terms and conditions specified in this section.

8. Confidential Information
A. Protection of Personally Identifiable Information
Except as otherwise provided by law, information or data that personally identifies an individual or individuals shall be protected in accordance with California Civil Code Sections 1798, et seq., and other relevant State or Federal statutes and regulations. The Parties shall comply with California Civil Code Sections 1798, et seq. and other relevant State or Federal statutes and regulations in safeguarding all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information or data except as permitted by law.

B. Confidentiality of Third Party Provided Information
Third Parties may provide Confidential Information to the State or directly to the University for use by the University in the performance of the Scope of Work. Any such information will be defined by the State in the Scope of Work as “Third-Party Confidential Information” and requirements for treatment of such information will be set forth in Exhibit A, Scope of Work. In addition, such third party may also request a separate
Confidential Nondisclosure Agreement (CNDA). If applicable, a CNDA for this purpose will be provided as Exhibit A7.

C. Trade Secrets
Both Parties agree that they will not provide or make accessible to either Party any third-party Trade Secrets without first informing the receiving Party and obtaining prior written consent to accept and protect such information in perpetuity or until the information disclosed under this Agreement ceases to be a Trade Secret.

D. Other Confidential Information
Any information considered confidential by the disclosing Party will be clearly marked by
the disclosing Party in writing, as “Confidential Information”, and sent only to the
designated representative of the receiving Party. Any confidential information conveyed orally to the receiving Party by the disclosing Party shall be followed by a written communication within fourteen (14) days that said information will be considered “Confidential Information.” Neither Party will disclose Other Confidential Information unless it is necessary to the Scope of Work or is otherwise required by law. Except as required by law and/or by court order, the receiving Party will not disclose Confidential Information for a period of five (5) years from the termination of this Agreement, or such time period mutually agreed upon by both Parties. At the end of said five year period or upon request from the State, University will return or destroy Confidential Information.

The receiving Party will take all appropriate measures to protect the confidentiality of such information while in its possession.

E. Special Conditions for Security of Confidential Information
University will comply with applicable State and Federal statutes and regulations and policies regarding information security. Additional legal and regulatory requirements regarding security of Confidential Information, and requirements regarding use and disposition thereof, may be provided by the State and are specified in Exhibit E.

F. The confidentiality obligations herein do not apply to information that was known to the receiving Party prior to its receipt from the disclosing Party, is independently developed by the receiving Party, or becomes known at any time to third parties through no fault of the receiving Party.

9. Key Personnel
Any change in the Key Personnel identified in Exhibit A2, Scope of Work, shall require prior approval of the State. The State shall not unreasonably delay its determination whether to provide such approval. The University will provide any documentation required to facilitate the State’s determination of whether or not to approve the proposed change in Key Personnel.
10. Requirements Associated with Funding Sources
A. This Agreement is subject to any additional requirements imposed on the State agency by applicable law (including, but not limited to, bond, proposition and federal funding). These additional requirements and applicable funding sources are set forth in the following Exhibits, which are attached and incorporated by this reference in Exhibit D.

B. If the University is a subrecipient, as defined in 2 CFR § 200.93, and the External Funding Entity is the federal government, the awarding State agency will provide to the University the name of the federal agency, the prime award number (if available), and the Catalog of Federal Domestic Assistance (CFDA) program number (if available and applicable). The State acknowledges that in the case of federal funds, the University must comply with the applicable Federal regulations.

C. Notwithstanding the foregoing, this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

11. Subawards
A. The University will perform the work contemplated with resources available within its own organization and no portion of the work shall be subawarded except for Subawards expressly identified in the proposal, the Scope of Work or the Budget, or any amendments to the foregoing. The University will incorporate into any Subaward for work identified in this Agreement any provision applicable to the particular Subawardee, including, but not limited to the following:
   1) Conflict of Interest
   2) Confidential Information
   3) Budget Contingency
   4) Patents (if applicable)
   5) Copyrights (if applicable)
   6) Data Rights (if applicable)
   7) Audits
   8) Invoicing and Payment
   9) Indemnification
   10) Any other provisions required by statute, regulation or source of funds applicable to this Agreement.

B. The University shall be responsible for establishing and maintaining written agreements with and making payments to Subawardees for work performed in accordance with the terms of this Agreement. Nothing contained in this Agreement, or any subsequent Amendment to this Agreement, shall create any contractual relationship between the State and any Subawardee, and no Subawardee shall relieve the University of its responsibilities and obligations hereunder. The University shall provide copies of Subaward documents upon request by the State.

C. Any substitution or addition of Subawardees identified in this Agreement must be approved in writing by the State in advance of assigning work to substitute or new Subawardees. University acknowledges that the State must comply with State Contracting Manual (SCM Volume I) Section 3.06, which applies to all Subawards. The State will decide whether to seek authorization to allow the University to proceed with the
proposed substitute or additional Subawardee, and the University will provide assistance to the State upon request in order to meet these requirements.

D. This section applies to any Subawardee that provides assistance to the University under this Agreement regardless of time or dollars expended.

E. This section shall not apply to "Sub-Agreements" with the United States Department of Energy National Laboratories.

12. Budget Contingency

A. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both Parties in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of the Agreement.

C. It is mutually agreed that if Congress or the California State Legislature does not appropriate sufficient funds for the program, the State has the option to terminate the Agreement in accordance with Section 6 or to amend this Agreement to reflect any reduction in funds.

13. Travel

A. Travel and reimbursement for University employee travel costs shall be in accordance with the University's travel policy in effect as of the date the cost is incurred. The University's travel policy is found at: http://policy.ucop.edu/doc/3420365/BFB-G-28 [UC] http://www.calstate.edu/icsuam/sections/3000/Travel Procedures G-001 Final.pdf [CSU]. The University will immediately inform the State in writing of any changes in its travel policy.

Lodging rates shall be reasonable.

B. Reimbursement for travel by employees of a Subawardee of the University shall be reimbursed at actual cost not to exceed the Federal rates in effect as of the date the costs are incurred. Federal rates available on the US General Services Administration website at http://www.gsa.gov/portal/category/21287.

C. The Budget shall identify all travel and the costs of travel, including travel by subawardees, and shall itemize the rate, estimated cost and destination of the travel. The Budget Justification and/or Scope of Work shall identify the travelers and purpose of the travel. Travel identified in this manner is considered approved upon execution and approval of the Agreement. Travel not identified in the Budget and/or Scope of Work shall require prior written (including fax or email) authorization from the State Contract.
Project Manager. The need for actual travel not identified in the proposed Budget and/or Scope of Work must be justified and all technological avenues of communication (e.g., teleconferencing, videoconferencing, or web conferencing) must be explored before travel will be approved.

D. If State policy regarding out-of-state travel changes during the period of this Agreement, it is the responsibility of the State to inform the University, and the Parties will work together in good faith to amend this Agreement, as necessary.

14. Payment & Invoicing

A. Reimbursement

1) The total amount of funds disbursed under this contract shall not exceed the total amount in item 3 on STD 213. Subject to the Budget Contingency clause of this Agreement, the amounts payable for each fiscal year, if applicable, will be identified in Exhibit B.

2) Costs for this Agreement shall be computed in accordance with the Generally Accepted Accounting Principles (GAAP). The State will reimburse direct and indirect costs in accordance with Exhibit B.

3) State shall reimburse salaries and wages based upon the approved budget and the actual payments made with the following caveat: University must retain supporting documentation which shall substantiate actual costs and shall be available for review by the State upon request. Supporting documentation may include, but not be limited to, time reports and/or calendar entries.

4) Indirect Costs shall be calculated in accordance with the University budgeted indirect costs in Exhibit B, Budget.

5) Nothing herein contained shall preclude a ten-percent payment withhold pursuant to Section 10346 of the Public Contracts Code.

B. Expense Allowability / Fiscal Documentation

1) University will maintain financial records and supporting documentation of all costs incurred in the performance of this Agreement. If the State agency or State Controller's Office requires clarification of any expenditure prior to payment of an invoice, University will provide documentation of such expenditure to support its allowability. If any expenditures are disputed by the State, pending resolution, State agrees to pay all other undisputed invoiced costs.

2) Equipment purchases shall comply with Department of General Services State Contracting Manual (SCM) Section 7.29 – Equipment Purchases.

For the purposes of this Agreement, "damage" as used in paragraph B of SCM 7.29 – Equipment Purchases is defined as physical harm that is sustained by the equipment that prevents its functioning as designed or manufactured.

3) University will maintain financial documentation in accordance with Section 15, Audit.
C. Prior Approval Requirements
The following changes require prior approval of the State Contract Project Manager, whether or not the change has a budgetary impact.
1) Change in Scope of Work
2) Change in Key Personnel
3) Inclusion of restricted use data or copyrighted works in Deliverables
4) Travel not included in the approved Budget
5) Equipment not included in the approved Budget
6) Computer (or theft sensitive equipment) not included in the approved Budget
7) Substitution or addition of Subawardees

D. Budget Flexibility
Budget revisions between identified budget categories in cost reimbursement agreements that are within the total contract amount, comply with the Prior Approval Requirements, above and do not change the Scope of Work or substitute Key Personnel, as defined in this Agreement, are allowed as described below:

1) Up to 10% of each annual budget amount or $10,000, whichever is less, is allowed with approval of the State's Contract Project Manager, or as otherwise agreed to by the Parties and documented on Exhibit B.
2) Exceeding 10% or $10,000, whichever is less, of the last approved budget require the State's Contract Project Manager prior approval and may require a formal amendment to this Agreement. The University will submit a revised budget to the State for approval.

Budget transfers that would cause any portion of the funds to be used for purposes other than those consistent with the original intent of this Agreement are not allowed.

Notwithstanding the above provision, the State may proceed with a formal amendment to this Agreement for budget revisions.

E. Invoicing
1) For services satisfactorily rendered in accordance with the Scope of Work and Budget, and upon receipt and approval of invoices, State agrees to reimburse the University for actual allowable expenditures. Approval of invoices shall not be withheld based on scientific differences between University and State in the interpretation of the research data and final conclusions.
2) Invoices shall be submitted in arrears not more frequently than monthly and not less frequently than quarterly to the State Financial Contact, identified in Exhibit A3. Invoices may be submitted electronically by email.
3) Invoices shall:
   a. Bear the University's name as shown on the Agreement
   b. Include the Agreement number and University fund/reference number
   c. Identify the billing and/or performance period covered by the invoice and provide a detailed transaction ledger, including payroll detail, for the same period
   d. Provide University invoice contact, telephone number and/or email address
e. Be prepared in accordance with the approved cost categories identified in Exhibit B and the elements contained in Exhibit B3

f. Be certified as true and correct in ink or by an electronically scanned copy of a signature by the University’s Authorized Financial Contact identified in Exhibit A3

4) A copy of the invoice/detailed transaction ledger shall be certified in ink or by an electronically scanned copy of a signature by the PI for costs incurred, with the following statement: "I have reviewed the expenditure detail for this invoice to determine the allowability of the charges to this project and certify that the salaries and wages included on this invoice and ledger are an accurate representation of actual time worked." This certified document may be transmitted electronically to the State's Contract Project Manager (Technical) identified in Exhibit A3.

5) The University shall submit the final invoice to the State, no later than ninety (90) calendar days after the agreement completion date.

F. Program Income
1) The University shall account for Program Income related to projects funded by this Agreement, as identified in the Scope of Work.

2) At the discretion of the State, or as identified in Exhibit B, Program Income may be used to support total project costs, to further eligible project or research program objectives, or to finance the non-state funded portion of the project or program.

3) Within sixty (60) days of the program event the University will provide the State with a preliminary accounting of program event revenues and expenditures. When the contract is completed the University will reduce the total amount of the final invoice to the State by any Program Income exceeding total project expenditures. Net revenue from this project shall be remitted by the University to the State with the final invoice and/or accounting of project expenditures in accordance with Section E.4.

15. Audit
The University agrees that the awarding State agency, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to audit and/or review, and copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds $10,000. The University agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated in Exhibit D. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

16. Right to Publish
A. Subject to any restrictions on the publication, disclosure, dissemination and use of Confidential Information or use of data set forth in this Agreement or under any applicable law, the University shall have the right to publish, disclose, disseminate and
use, in whole and in part, any data and information received or developed under this Agreement.

B. The University will provide publications, presentations and other public releases resulting from work performed under this Agreement to the State for review at least thirty (30) calendar days prior to publication and will identify the proposed recipient(s). During the first fifteen (15) calendar days of such review period, the State may provide notice to the University that it intends to rebut some or all aspects of the presentation, publication or other media release. The State will then have thirty (30) calendar days from the date of notice to prepare and submit such rebuttal to the recipient(s) identified by the University. Within the review period, the State may provide feedback to the University; the University will give good faith consideration to such feedback, but has no obligation to make any changes in said material, other than the removal of any material whose disclosure is prohibited or restricted by this Agreement or by any applicable law. Any of the above referenced time periods may be modified upon agreement of both Parties. Neither Party may unreasonably deny such requests.

C. At the State’s sole discretion, the State will require the University to use one of the following disclaimers in any publication, presentation or other public release:

1) "This project was funded by the <Agency>. The contents may not necessarily reflect the official views or policies of the State of California."

2) "This project was funded by the <Agency>. The contents do not represent the official views or policies of the State of California."

17. Data Rights

A. Preexisting data of each Party that will be included as a Deliverable under this Agreement will be identified in Exhibit A. Preexisting Data of the State may only be used by the University for purposes of the Scope of Work of this Agreement, unless such data is otherwise publicly available.

B. At the State’s expense for actual cost of duplication and delivery, University shall deliver additional Project Data that is specifically requested by the State.

C. The State shall have the unrestricted right to use the Deliverable Data and delivered Project Data, subject to applicable use and disclosure restrictions identified in Exhibit A and other provisions in this Agreement, including but not limited to, Right to Publish, Confidential Information, Copyright, Patents and Use of Name and Publicity.

D. The University shall have the unrestricted right to use Project Data, subject to applicable use and disclosure restrictions identified in Exhibit A and other provisions in this Agreement, including but not limited to, Right to Publish, Confidential Information, Copyrights, Patents and Use of Name and Publicity.

18. Copyrights

A. All rights in copyrightable works first created by the University in the performance of the Scope of Work, Exhibit A, under this Agreement are the property of the University. Unless restricted under Exhibit A, the University shall grant the State a fully paid-up,
royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies of the Deliverables identified in Exhibit A1, to fulfill the State’s government purposes

B. Notwithstanding the above, if the purpose of the Scope of Work is specifically to create a copyrightable work for use by the State and that fact is indicated in Exhibit A1, which may be amended upon mutual agreement of the Parties, then all rights in such copyrightable work will be the property of the State, subject to a reserved right for the University to use the copyrightable work for educational and research purposes and to allow other educational and nonprofit institutions to do so for educational and research purposes.

C. Upon written request and subsequent amendment, the State may request delivery of computer software that is not identified on Exhibit A1, but was first created in the performance of the Scope of Work. To the extent the University is legally able to do so, University shall grant a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies, to fulfill the State’s government purposes, subject to restrictions, if any, identified in Exhibit A4.

19. Use of Name and Publicity
   Neither Party will use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this agreement or any product or service resulting from this agreement, without prior written approval of the other Party.

20. Access to State Facilities or Computing Systems
   If University access to State agency facilities or computing systems is required, a separate agreement between the individual accessing the facility or system and the State agency may be necessary, and is referenced in Exhibit F.

21. Notices
   All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or transmitted to the mailing address or email address of the party as specified in Exhibit A3 of this Agreement.

22. Subject Headings
   Headings within this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

23. Force Majeure
   Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by “Force Majeure.” As used in this section, “Force Majeure” is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.
24. **Governing Law**  
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

25. **Severability**  
The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

26. **Entire Agreement**  
This Agreement constitute(s) the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.
AB20 Definitions

Accounting/Financial Contact (State): Individual responsible for processing invoices from University for payment.

Administrative Contact (State): Individual responsible for the day-to-day administration of the Agreement.

Administrative Contact (University): Individual responsible for the day-to-day administration of the Agreement.

Authorized Financial Contact: University representative authorized to sign invoices to State agencies.

Authorized Official: An individual authorized to enter into an agreement and receive notices on behalf of the UC, CSU or State as stipulated in the Agreement. The University's Authorized Official is usually located in the campus' contract & grant or sponsored project office. The State's Authorized Official is usually located in the agency's contracting office.

Confidential Information: Information, the disclosure of which is restricted or prohibited by any provision of law. Some examples of "confidential information" include, but are not limited to, public social services client information described in California Welfare and Institutions Code Section 10850, and "personal information" about individuals that is non-disclosable under California Civil Code Section 1798.3 of the Information Practices Act (IPA), or any information identified as confidential by the parties, in accordance Section 8 of this agreement.

Consultant: An independent consultant is an individual not employed by the University of proven professional or technical competence who provides primarily professional or technical advice to the University and the University does not control either the manner of performance or the result of the service.

Contract Project Manager: State agency representative responsible for oversight of the technical completion of the project, identified in Exhibit A3.

CSU Auxiliary Organization (when applicable): A CSU Auxiliary Organization authorized to receive and administer externally funded projects on behalf of the Trustees of the California State University, pursuant to CCR Title 5, Division 5, Chapter 1, Subchapter 6, Article 2, Section 42500 (5 CCR § 42500).

Data: Information, regardless of the form or medium including, but not limited to drawings, lists, findings, computations, notes, diagrams, data files, statistical records and other research data.

Pre-Existing Data:

1. State: Data that is already possessed or owned by the State.
2. University: Data that is already possessed or owned by the University.
3. 3rd Party: Data that is provided by a third party to the State or the University for use under this Agreement.

**Project Data:** Data that is first produced in the performance of this Agreement by the Principal investigator or the University's project personnel. Project Data does not include a researcher's laboratory notebook, but does include Project Data contained therein.

**Deliverable Data:** Project Data that is identified in the Scope of Work, Exhibit A1, and required to be delivered to the State.

**Deliverables:** Items identified in the Scope of Work, Exhibit A1, and required to be delivered to the State.

**Direct Costs:** Direct costs are those costs that can be identified specifically with a particular sponsored project, an instructional activity, or any other institutional activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Direct costs may include, but are not limited to, salary, fringe benefits (including graduate student tuition and fees), equipment, subawards, travel, supplies, other expenses and rental charges. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs. Where an institution treats a particular type of cost as a direct cost of sponsored agreements, all costs incurred for the same purpose in like circumstances shall be treated as direct costs of all activities of the institution.

**Independent Contractor:** An independent entity performing work for the University, where the University has the right to control only the result of the service, not the manner of performance.

**Indirect Costs:** Indirect costs (IDC) are valid expenses of conducting research, instruction, and other sponsored activities at University, but are incurred for common or joint objectives and, therefore, cannot be identified readily and specifically with a particular project or program. Building use, facilities operation & maintenance costs, equipment use & depreciation and general administrative expenses are examples of costs that are usually treated as IDC.

**Institutional Base Salary:** Institutional Base Salary is the annual compensation paid by the University for an employee's appointment, whether that individual's time is spent on research, teaching, or other activities.

**Key Personnel:** The PI and other individuals who contribute to the scientific development or execution of a project in a substantive, measurable way, whether or not they receive salaries or compensation under the agreement. The institution identifies key personnel in each proposal.

**Notices Contact:** See Authorized Official.

**Non-cancellable Obligations:** Allowable costs that have been properly budgeted in Exhibit B incurred through the date of termination, but cannot be reversed at the point of termination.

**Party(ies):** Party or Parties shall mean the University campus or the State agency as the parties to this Agreement, and does not apply to any third party or other entity.
**Principal Investigator:** The Principal Investigator (PI) is defined as the individual(s) judged by the University to have the appropriate level of authority and responsibility and has been designated in the University’s proposal to the State to direct the project or program supported by the Agreement.

**Program Income:** Gross income earned by the University that is directly generated by a supported activity and earned only as a result of the State funded project.

**Scope of Work:** The proposed and/or approved project and deliverables outlined by the University’s PI to accomplish the State’s funding goals.

**State:** An agency or department of the State of California that is funding the Scope of Work.

**Subaward:** Agreement issued to a Subawardee to perform a portion of Scope of Work.

**Subawardee:** An entity other than the University that performs a portion of the Scope of Work, as identified in this Agreement, and includes the following: Subrecipient, subcontractor, consultant and independent contractor.

**Subcontractor:** See Subrecipient.

**Subrecipient:** A collaborating entity of the University that is responsible for programmatic decision making and completing a portion of the Scope of Work.

**Trade Secret:** "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and, (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. (Civil Code Section 3426.1)

**University:** The California State University campus or auxiliary or the University of California system, as represented by the specific campus, identified as the "Contractor" on the Standard Agreement Form STD 213 to perform research, training, or service under this Agreement.

**Vendor:** A dealer, distributor, merchant or other seller providing goods or services that are required for the performance of the Scope of Work. Vendors are not considered a Subawardee and are subject to the normal terms and conditions of the University’s procurement process.
This Research Agreement is entered into this 1\textsuperscript{st} day of May, 2017 ("Effective Date"), by and between Federal Express, Inc. ("Sponsor") and The Regents of the University of California, on behalf of its Davis campus, ("University"), hereinafter the "Parties."

1. **Scope of Work / Budget.** University researchers shall use their reasonable efforts to perform the research tasks in accordance with University's proposal entitled "Super Efficiency Testing", hereafter referred to as “the Project.”

2. **Principal Investigator.** The performance of work and technical report preparation shall be under the direction of Brian D. Russ, Principal Investigator, and shall be in accordance with applicable University policies.

3. **Period of Performance.** The work under this Research Agreement shall be performed during the period of June 1, 2017 through July 31, 2017, unless otherwise changed in accordance with the "Termination" or "Modifications and Amendments" Articles of this Agreement.

4. **Reports.** Sponsor shall treat all reports submitted by the University under this agreement as confidential.

5. **Consideration.**
   A. For the performance of work hereunder for Phase 1 of the proposed project, Sponsor shall pay University expenses, direct and indirect, incurred in accordance with the proposed budget for Phase 1. The total allowable costs hereunder shall not exceed $500,000.

   B. The parties may agree to modify this agreement for University's performance of Phase 2 of the proposed project. The total allowable costs of Phase 2 shall not exceed $300,000, per the remainder of University's in the proposed budget.

8. **Patent Rights.**

   To the extent the University has the legal right to do so and to the extent Sponsor pays all direct and indirect costs of the research project, including a proportionate share of the Principal Investigator's salary, University shall offer to Sponsor, in accordance with the provisions of the following paragraph, a time-limited first right to negotiate an exclusive, royalty-bearing license to University's interest in any inventions conceived and first actually reduced to practice in the direct performance of the research under this Research Agreement.
10. **Applicable Law.** This agreement is subject to all applicable federal laws of the United States of America.

17. **Entire Agreement.** The terms and conditions contained herein and in the following attachment constitute the entire Research Agreement between Sponsor and University.

IN WITNESS WHEREOF, the Parties have executed this Research Agreement on the dates noted below.

**FEDERAL EXPRESS ("Sponsor")**

The Regents of The University of California, Davis ("University")

By:  **Sally Smith**  
Name:  **Sally Smith**  
Title:  **CEO**  
Date:  **May 11, 2017**

By:  **Ahmad Hakim-Elahi**  
Name:  **Ahmad Hakim-Elahi, Ph.D., J.D.**  
Title:  **Executive Director, Research Administration**  
Date:  **May 11, 2017**