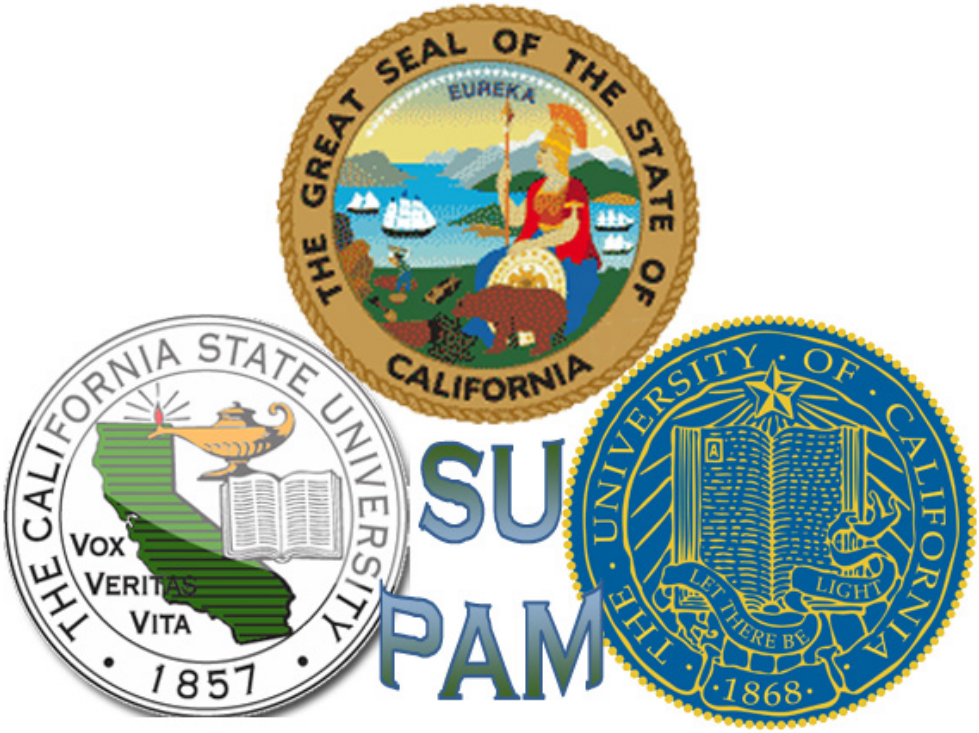
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State and University Proposal & Administration Manual



December 1, 2015

DRAFT State and University Proposal & Administration Manual

For use with AB20 Model State Agreement w/UC and CSU for Research, Training or Services

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Introduction to the Proposal and Administration Manual

As a result of Assembly Bill 20 (2009/2010 Legislative Session), the State Department of General Services, University of California (UC) and California State University (CSU) negotiated a model agreement to be used by State agencies (State) when providing a grant or a contract to the UC or CSU for research, training or services.

During the negotiation of the model agreement, the State/University Proposal and Administration Manual (SUPAM) was developed as a guideline for how the Universities will collaborate with State agencies on research, training and services ultimately providing benefit to the State of California.

The model agreement provisions resulting from the AB20 negotiation process will be incorporated into the University standard agreement as Exhibit C, UTC-116, as referenced in the Memorandum of Understanding (MOU) executed by DGS, UC Office of the President (UCOP) and CSU Chancellor's Office (CSUCO) on November 2, 2015. The UTC-116 Exhibit C, the standard agreement, and the SUPAM may only be modified by authorized representatives from DGS (on behalf of all State agencies), UCOP (on behalf of all UC campuses) and the CSUCO (on behalf of all CSU campuses). Modifications will be identified and shared broadly with the State agencies and the two university systems.

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1) Proposal Process

University Clearance

Before any Agreement will be issued by the State, the University will need to submit a proposal to the State that describes the work to be done (Scope of Work) and the costs to complete the Scope of Work (Budget). The elements of a complete proposal are described below. The proposal must be reviewed and endorsed by an Authorized Official in the University's contract & grant or sponsored projects office. University's internal processes and procedures governing proposal submission will need to be followed when submitting a proposal to the State.

Please note that a proposal is not considered a complete-and-formal submission until it has been endorsed by the University Authorized Official. The Principal Investigator of the project does not have the authority to commit or bind the University to the proposal or any subsequent Agreement.

Proposal Submission

When the proposal has been reviewed and approved by the University campus' sponsored projects office, they will follow the local procedure for submitting the complete application to the funding State agency. That submission process may be a hard copy/paper submission mailed by US Postal Service or shipping carrier, or electronic submission by email, depending on the preference of the State agency. In this latter process, the application would be converted to Portable Document Format (pdf) prior to submission.

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2) Proposal Instructions

The following describes the process for developing a proposal to the State of California for the UC or CSU for research, training and services.

Elements of Proposal

Proposals to the State will included at a minimum the following elements: a completed and signed State/University Proposal Cover sheet, a complete Scope of Work (Exhibit A – Exhibit A6), and a complete budget (Exhibit B, B1 and B2 if there are subrecipients). Other elements, such as letters of support, can be included at the funding State agency's request or as deemed necessary by the University's Principal Investigator.

a) State/University Proposal Cover Sheet

All University proposals must be accompanied by a completed Proposal Cover Sheet, signed by the University's Principal Investigator and Authorized Official.

California Technology Agency (CTA) – SCIT (Service Contract Information Technology) Certification

In accordance with SCM 1.05, Classification of Contracts, Section B5, a non-IT contract is one where the sole or primary purpose is providing non-IT services.

To assist the State agency in determining if the University is performing an IT activity in a non-IT agreement, as defined below, check "No" or "Yes" on the Proposal Cover Sheet. If "Yes", provide additional information on the IT Activity/Component Addendum, including a description of the ancillary IT activity or component and how it is necessary to complete the project, but not primary to the project's purpose.

Information Technology Activities. Any activity listed below, or any combination of these activities for a single information technology project, is to be considered an "information technology activity."

1. IT facility preparation, operation and maintenance.

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2. Information management planning.
3. Feasibility determination, development and implementation of application systems or programs, or changes to application systems or programs to meet new or modified needs, or maintenance, including: feasibility study preparation, systems analysis, systems design, purchase and installation of software, programming, conversion of data or programs, documentation of systems and procedures, and project appraisal or assessment.
4. Operation of application systems or programs including handling, assembling, or editing of input-output data or media where information technology equipment or information technology personnel are used.
5. Services or equipment received through an EDP Master Agreement (SAM Section 5207.5).
6. Acquisition, installation, operation, and maintenance of data processing equipment.
7. Other installation management activities including performance measurement, system tuning, and capacity management.
8. Preparation and administration of requests for proposals or bid solicitations for contracts for any of the above activities.
9. Preparation of contracts, interagency agreements, and purchase estimates for any of the above activities.
10. Employment of personnel in support of, or directly related to, any of the above activities, including: administration, technical services, clerical services, travel, training, and preparation of periodic and special reports.
11. Control functions directly related to any of the above activities.

Link to State form:
http://www.cio.ca.gov/Government/IT_Policy/msdoc/SIMM_16_A,_Service_Contract_Information_Technology_Certification,_Final,_04072011.doc

b) Scope of Work (Exhibit A)

Project Summary/Abstract

The Project Summary/Abstract is meant to serve as a succinct and accurate description of the proposed work when separated from the application. Include the proposal's long-term objectives, making reference to the relevance to the mission of the State agency. Describe the specific aims of the proposed work, and the methods for achieving the stated goals. This section should be informative to persons working in similar or related fields and understandable to a scientifically or technically literate reader. Avoid describing past accomplishments and the use of the first person.

Use text only (no figures or other information not in standard text.) Do not include proprietary, confidential information or trade secrets in the description section. If the application is funded, the proposal will be subject to the California Public Records Act (CPRA).

Scope of Work (Exhibit A)

Describe the goals of the proposed project and summarize the expected outcomes. List the specific objectives of the project, e.g., to test a stated hypothesis, solve a specific problem, challenge an existing paradigm or clinical practice, address a critical barrier to progress in the field, or develop new technology or methodology.

Describe the overall strategy, methodology, and analyses to be used to accomplish the specific aims of the project. Include how the data will be collected, analyzed, and interpreted as well as any resource sharing plans as appropriate. Discuss potential problems, alternative strategies, and benchmarks for success anticipated to achieve the aims.

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Schedule of Deliverables (Exhibit A1)

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 if requested by the State and agreed to by the Parties, data sets, and software.

Note:

- State will have a license to use any Deliverable listed in Exhibit A1.
- In accordance with Section 18.B (Copyrights) of Exhibit C: 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, 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.
- 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.

Key Personnel (Exhibit A2)

In addition to the PI, Key Personnel are defined as individuals who contribute to the scientific development or execution of the project in a substantive, measurable way, whether or not salaries are requested.

Typically, these individuals have doctoral or other professional degrees, although other individuals should be included if their involvement meets the definition of Key Personnel. Key Personnel does not include students or other named staff not specifically required for completion of the Scope of Work. The time commitment/percent of effort of Key Personnel may need to be documented.

Key Personnel must devote a measurable percentage of effort to the project. Effort listed as 0%, or "as needed," is not an acceptable level of involvement for those designated as Key Personnel.

In Exhibit A2, please list the PI, by last name, first name followed by Co-PIs. Then list all other Key Personnel 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.* It is important to only list KEY personnel on Exhibit A2, as any changes in Key Personnel throughout the project will require prior approval.

Authorized Representatives and Notices (Exhibit A3)

As part of the application package fill in the University Contacts section of Exhibit A3. The funding State agency will fill in the corresponding contacts in Exhibit A3 when a funding agreement is issued.

Note that for the University, the Authorized Official is the representative in the Sponsored Projects or Contracts & Grants Office, who can commit the institution to this agreement. The Administrative Contact is the individual responsible for the day-to-day administration of the Agreement. The Fiscal Contact is the representative authorized to certify the accuracy of the invoices submitted to the State under the Agreement.

Use of Preexisting Data, Copyrighted Works and Deliverables (Exhibit A4)

This exhibit is used to identify data, copyrighted works or deliverables that may have restrictions on use because they are not owned by the University or have licensing restrictions.
As part of the proposal submission, **leave Section A of Exhibit A4 blank**. This section will be filled out by the State, if the State is providing information or data with use restrictions.

If the University 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 in**

Section B of Exhibit A4. If no third-party or pre-existing data or copyrighted works will be used, check "none" in this section.

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 in Section C of Exhibit A4. If there are no restrictions anticipated in the Project Data, then check "none" in this section.

Curriculum Vitae (CV)/Résumé (Exhibit A5)

Please include the CV of all individuals listed as Key Personnel, following the order in Exhibit A2.

Current & Pending Support (Exhibit A6)

For State review and information only, not incorporated into the Agreement

Upon request from the State agency or prior to award, University will provide current & pending support information for Key Personnel identified in Exhibit A2. The sample below is intended to provide guidance regarding the type and extent of information requested on the Current & Pending Support Form. The "Proposed Project" is this application that is submitted to the State. It is required and represents Key Personnel effort proposed for this project.

Format

PI: NAME OF INDIVIDUAL		***SAMPLE***			
Status *(currently active or pending approval)*	**Award #** *(if available)*	**Source (name of the sponsor)**	**Project Title**	**Start Date**	**End Date**
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

NAME OF INDIVIDUAL					
Status	**Award #**	**Source**	**Project Title**	**Start Date**	**End Date**
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

Please use the following to complete the information for current and pending support:

Information on active and pending support is required for Key Personnel. For individuals with no active or pending support, indicate "None."

Status: Identify if project is currently funded or pending approval.

Award Number: If available, include a code or identifier for the award.

Source: Identify the agency, institute, foundation, or other organization that is providing the support.

Project Title: Provide the full project title for each entry.

Dates of Approved/Proposed Project: Indicate the inclusive dates of the project as approved/proposed.

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c) Budget and Budget Justification Instructions

The University and the PI have primary responsibility for understanding what costs are allowable on sponsored projects and determining if costs should be directly budgeted and charged to a project, or considered indirect costs and charged to the appropriate unrestricted account. The PI is also responsible for using funds in a manner consistent with State and University regulations.

In accordance with Generally Accepted Accounting Principles (GAAP) costs are identified as either direct or indirect costs. **Direct costs** are costs that can be identified specifically to activities to a particular agreement with relative ease and a high degree of accuracy. These costs should be detailed in the final approved budget (section c of the SUPAM and provision 14 of the UTC) and can be directly charged to the sponsored project. **Indirect costs** are costs that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular agreement. Indirect costs are reimbursed through the Indirect Cost rate (IDC). This rate is charged to the award based on the **Modified Total Direct Costs** (MTDC, defined below) of each agreement.

Direct Expenditures

To provide State agencies with the necessary flexibility to achieve the objectives of each project, the following provides guidance on determining appropriate direct expenditures to be charged to State agency agreements.

Direct expenditures charged to agency projects must be allowable according to the terms and conditions of the Agreement and the approved budget (Exhibit B), in accordance with State and University policy. In accordance with GAAP, all expenditures charged in similar circumstances will be treated consistently, regardless of funding source.

All direct expenditures shall be attributed with relative ease to a specific activity or project or multiple projects based on its direct benefit to the project or projects. If costs are to be attributed between multiple projects, there must be supporting documentation of how the pro-rated costs were attributed between the projects. If the benefit is spread over multiple projects and it is difficult to identify the direct benefit to each project with relative ease, the cost must be considered an indirect cost. Refer to Indirect Cost under the Budget Narrative/Justification section, below.

See below for more details on budget categories and expenditures.

Budget Estimate for Proposed Project Period (Exhibit B)

Each budget category listed on the proposed budget must be justified in the Budget Narrative/ Justification (Exhibit B1). Details that support the proposed budget are identified in the tabs in the proposal Budget workbook, but should not be incorporated into the Agreement. If the proposed project includes amounts for subrecipients, the detailed budget workbook for each subrecipient will be included in Exhibit B2.

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Budget Justification (Exhibit B1)

The proposed Exhibit B1 will contain the budget justification for the entire project period and will be incorporated in the agreement as Exhibit B1.

The following items pertain individually to the completion of the proposed budget. If a given budget category in subsequent years is escalated greater than 5%, additional justification for that category is required for the subsequent years.

Personnel

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

Role on Project. Identify the role of each individual listed on the project. Provide budget narrative in Exhibit B1, for ALL personnel by position, function, and a percentage level of effort. Include any "to-be-appointed" positions.

Institutional Base Salary. Enter the Institutional Base Salary for each individual listed on the budget. 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. Under Appt Fraction, enter appointment fraction (i.e. .5 for a ½ time lecturer appointment) or the fraction of time based on the proposed period (i.e. if year one is for 4 months, and the employee has a 1.0/full time CY appointment, the fraction would be .33; or a summer appt would be 3 months out of 12 for a .25 appt fraction). The Appt Fraction will be applied to the Institutional Base Salary and will calculate the Adj Annual Base Salary used in the calculation of the Salary Requested column.

Percentage of Effort Devoted to Project. Enter the percent of effort devoted to the project. Indicate the type of appointment (academic year [AY], summer, calendar year [CY] or hourly (HR). Individuals may have consecutive appointments within a calendar year, for example for an academic period and a summer period. In this case, each appointment should be identified separately using the corresponding column. Effort will be proposed consistent with the University compensation of the employee. If the employee is paid a salary, the % of Effort will be used. If the employee is paid by the hour, then enter number of hours proposed per year in the % of Effort column.

Salary Requested. The amount of salary being requested for each budget period is calculated based upon the level of effort and the individual's institutional base salary. Salary and fringe benefit detail must be provided on the Personnel tab in the Budget workbook.

Fringe Benefits. Fringe benefits will be requested in accordance with institutional guidelines for each position. If tuition remission is a benefit that is budgeted separately from the standard fringe benefits, then list this cost as a separate line in the fringe benefit column for the specific individuals in the Personnel tab of the Budget workbook. This amount is excluded from the IDC calculation as tuition is not included in the MTDC base.

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. Annual travel estimate detail must be provided on the Travel tab in the Budget workbook.

Materials & Supplies

Itemize materials supplies in separate categories, such as instructional supplies, chemicals, radioisotopes, etc. Include a complete justification of the project's need for these items in Exhibit B1.

Theft sensitive equipment (under $5,000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.29.

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 purchase in Exhibit B1. In addition to the justification in Exhibit B1, provide details about the cost of the equipment or the aggregate components (when the aggregate total is greater than or equal to $5,000) on the Equipment tab in the Budget workbook and quotes if available.

Consultant Costs

Consultants are individuals/organizations who do not provide a percentage of effort to the project or program, but rather provide expert advisory or other services for brief or limited periods of time during the period of performance. 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 in Exhibit B1. Include the number of days of anticipated consultation, the expected rate of compensation, travel, per diem, and other related costs.

Subrecipient Costs

Each consortium organization participating in the programmatic objective of the project must provide a separate budget for every year in the project period as detailed in Exhibit B2 Subcontracts.

Subawards to consortium organizations usually involve personnel costs, supplies, and other allowable costs, including associated indirect costs.

Include a complete justification for the need for any subrecipient listed in the application in Exhibit B1, along with budget information for the initial budget period and subsequent budget periods (if applicable in the Subawardee section of the Budget workbook).

Other Direct Costs (ODC)

Itemize any other expenses by category and cost. These might include animal maintenance (unit care costs and number of care days), participation incentives, publication/printing costs, computer charges, equipment maintenance, service contracts and rental expense (apart from off-site facility rental, described below). Contractual costs for support services, such as the laboratory testing of biological materials, clinical services, or data processing, are occasionally sufficiently high to warrant a categorical breakdown of costs. Specifically justify costs that may typically be treated as indirect costs. For example, if insurance, telecommunication/IT costs are charged as a direct expense, explain reason and methodology.

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 that is not included in the University's negotiated IDC rate, rent may be charged as a direct expense, will not be subject to the indirect cost calculation.

Any exceptions must be noted in the Budget workbook and justified in Exhibit B1. If the project does not support the full rental expense, then the rental expense should be prorated in accordance with the benefit to the project and the allocation amount or percentage will be identified and explained in Exhibit B1.

Indirect Costs (IDC)/Facilities & Administrative (F&A) Costs

For all campuses of the University of California and California State University systems, indirect cost will be budgeted using the best and final offer (BAFO) made by the University to the State during the AB20 model agreement negotiation process, calculated on the MTDC base for all state-funded projects. A minimum indirect cost rate of 25% will be charged on all projects effective for the fiscal year in

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which the AB20 model agreement is implemented. The rate will remain at 25% for those projects that are conducted entirely off campus, in a leased or rented facility and where rent is a direct expense to the project. For projects utilizing University facilities (an on-campus project), the 25% rate will be increased to 40% over a 4-year period, at the rate of 5% per fiscal year.

Where a project is performed both on and off campus and those portions of the project are separable, the University may provide a budget for the on and off-campus portions of the project. For example, the project is renting space for additional staff to work off-site and conducting work in the investigator's lab on campus: Budget #1 – The personnel charges for the staff housed off campus and the rental and related charges for the off-campus portion will be assessed the off-campus indirect cost rate of 25% on MTDC; Budget #2 – The remaining direct costs associated with the project related to the on-campus portion of the project will be assessed the on-campus rate in effect for that fiscal year on MTDC.

Projects performed predominantly at a State facility would be considered off campus. Fieldwork is generally not considered off campus work, as samples gathered in field work are often analyzed in a campus lab/facility, however the final determination of an on- or off-campus IDC rate is a campus decision.

Modified Total Direct Cost (MTDC) Base

The on or off-campus IDC rate will be applied to the MTDC base costs (budgeted and actual). The MTDC base includes all salaries and wages, fringe benefits, materials, supplies, services, travel, consultants and subawards (up to the first $25,000 of each subaward) and other direct costs not specially excluded from the University's MTDC base in its federally negotiated F&A rate agreement. Not included in the MTDC base are charges for equipment (over $5,000), capital expenditures, patient care charges, tuition remission, rental costs of off-site facilities, scholarships and fellowships and the portion of any subaward in excess of $25,000. The budgeted IDC rate listed in Exhibits B and B2will remain in effect for the entire funded project period of an agreement.

Budget Workbook (Exhibit B)

Complete the detailed budget estimate worksheets in the Exhibit B, Budget workbook and the detail will be automatically summarized in the Exhibit B face page for the entire proposed project period. If awarded, the Exhibit B face page will be incorporated into the Agreement to allow budget management at the budget category level. Alternatively you may use an existing budget workbook as long as the totals are included on Exhibit B and submitted with your proposal along with your budget justification (Exhibit B1).

Subcontractor Budgets (Exhibit B2)

Each participating subrecipient organization must submit a separate detailed budget(s). Include in the Justification, Exhibit B1, the need for, and qualifications of, any subcontractor.

Invoice Elements (Exhibit B3)

Exhibit B3 is provided in this manual for reference and contains the information and data elements that will be required on University invoices to State agencies. The standard Exhibit B3 will incorporated in the final agreement.

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3) Award Process

As specified in the Memorandum of Understanding (MOU) executed by DGS, UC and CSU on November 2, 2015 the model agreement terms will be used for all new Agreements executed on or after January 1, 2016. A new Agreement is defined as the award of funds, not previously budgeted or appropriated, by an Agency to the UC or CSU. A State agency funding an application submitted under the requirements listed above will use the following format for the model agreement.

Model Agreement Format – *Required forms and exhibits*

Standard Form STD 213

The first page of any Agreement issued under the model agreement terms is the Standard Form STD 213. The form will contain all of the usual and required information including but not limited to the name of the funding State agency, the contractor's name (the UC or CSU campus) the amount and period of the award, etc. Upon execution, it will bear the signatures of the Authorized Officials of the State agency and the UC or CSU campus as well as the endorsement of DGS, if necessary.

Exhibits A – A7 Scope of Work plus related information

The scope of work (Exhibit A), list of deliverables (Exhibit A1), list of key personnel (Exhibit A2), Authorized Representatives (Exhibit A3), preexisting data (Exhibit A4) and CV/Resumes of key personnel (Exhibit A5), as transmitted in the proposal to the State will be duplicated in the resulting Agreement. Any changes to Exhibits A-A5 must be made prior to the State agency transmitting the final Agreement to the UC or CSU campus. Any changes to Exhibits A-A5 will need to be coordinated and endorsed by the Authorized Official of the UC or CSU campus. Exhibit A6 (Current and Pending Support) and A7 (Third-Party Confidential Information, Confidential Nondisclosure Agreement) will be incorporated when applicable.

Exhibits B – B3 Budget

The composite budget (Exhibit B), the budget justification (Exhibit B1), subrecipient budget(s) (Exhibit B2) and invoice elements (Exhibit B3) as transmitted in the proposal to the State will be duplicated in the resulting Agreement. Any changes to Exhibits B-B3 must be made prior to the State agency transmitting the final Agreement to the UC or CSU campus. Any changes to Exhibits B-B3 will need to be coordinated and endorsed by the Authorized Official of the UC or CSU campus.

Reversion of Funds: The State shall provide University with fund reversion dates for each fiscal year identified on the Exhibit B, Composite Budget.

Note –Project completion date must be at least 90 days before funds reversion date. If the end date of the Agreement is less than 90 days from the funds reversion date, the project period may need to be renegotiated prior to Agreement execution to ensure payment of final invoice.

Exhibit C, University Terms and Conditions UTC-MYY

The model agreement terms and conditions will be maintained on the DGS Office of Legal Services, Standard Language website (http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx) and will be included in the Agreement by reference in Exhibit C. The language in the University Terms and Conditions (UTC) should not be altered in Exhibit C. Any mutually negotiated changes to the UTC should be rare and included in Exhibit G Negotiated Alternate UTC Terms. There will be a yearly survey of the university campuses on the alternate provisions included in agreements. The results of this survey will facilitate discussion with DGS at the annual review of the effectiveness of the model agreement.

Optional Exhibits

Exhibit A7* – *Third Party Confidential Information Requirement

If the scope of work requires the provision of third party confidential information to either the State or the Universities, then that information will be defined in Exhibit A-7 along with any requirement of the third party in the use and disposition of the confidential information. The third party may require a separate

Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Such CNDA will also be added to Exhibit A-7. (Please see section 8.B of the UTC.)

Exhibit D – Additional Requirements Associated with Funding Sources

If the Agreement is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements will be set forth in Exhibit D.

If the University is a subrecipient, as defined in 2 CFR 200, and the external funding entity is the federal government, the name of the federal agency, the prime award number (if available), and the Catalog of Federal Domestic Assistance (CFDA) program number will be listed in Exhibit D. (Please see sections 10.A and 10.B of the UTC.)

Exhibit E* – *Special Conditions for Security of Confidential Information

The Universities will comply with applicable State and Federal statutes and regulations and policies regarding information security. If a given scope of work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements will be provided by the funding State agency in Exhibit E. (Please see section 8.E of the UTC – and ensure that nothing contained in Exhibit E supersedes Section 8.E.)

Exhibit F* – *Access to State Facilities and Computing Resources

If a given scope of work or project requires that the Universities have access to State agency facilities or computing systems and a separate agreement between the individual accessing the facility or system and the State agency is necessary, then the requirement for the agreement and the agreement itself will be listed in Exhibit F. (Please see section 20 of the UTC.)

Exhibit G* – *Negotiated Alternate UTC Terms

While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate. AB20 allows for those terms to be changed, but only through the mutual agreement and negotiation of the State agency and the University campus.

If a given term in the UTC is to be changed, the change should **not** be noted in Exhibit C, but rather noted separately in Exhibit G.

As detailed in the MOU, the UTC is silent on patent rights, and describes a process for inclusion of one of the two approved patent rights clauses in Exhibit G when applicable. It is the policy of the UC and the CSU for ownership of inventions/patents to be with the University and to provide the State agency with a license. Exceptions will follow each University system's policy. (Please see paragraph 8 of the implementing MOU and Attachment 4 for the previously negotiated Patent Rights provisions and accompany license agreements.)

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4) Post-Award Administration

a) Reporting

Reporting obligations, other items to be delivered, and the delivery schedule will be listed in Exhibit A1 *Schedule of Deliverables*.

> **Note**: The date of delivery of any item listed on Exhibit A1 *Deliverables* should be at least 120 days in advance of the reversion date of the funds.

b) Invoicing & Payment

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 *Authorized Representatives and Notices*. Invoices may be submitted electronically by email.
Invoices shall:

1. Bear the University's name as shown on the Agreement
2. Include the Agreement number and University fund/reference number
3. Identify the billing and/or performance period covered by the invoice and provide a detailed transaction ledger, including payroll detail, for the same period
4. Provide University invoice contact, telephone number and/or email address
5. Be prepared in accordance with the approved cost categories identified in Exhibit B and the elements contained in Exhibit B3 *Invoice Elements*
6. Be certified as true and correct in ink or by digital certified signature by the University's Authorized Financial Contact identified in Exhibit A3 *Authorized Representatives and Notices*.

Invoices will be submitted based upon the approved budget categories in Exhibit B. In addition, a copy of the Standard Detail Ledger Report and a detailed payroll expense report must be included with the invoice. This latter report should include the personnel paid and the time worked as percent effort (or hours, but only if applicable to the position) on the agreement during the invoicing period.

The Principal Investigator (PI) is required to endorse the invoice, Standard Detail Ledger Report and a detailed payroll expense report (Invoice Package) with the following statement: *"I have reviewed the expenditure detail for these accounts to determine that the charges to this project are reasonable and accurate and certify that the salaries and wages included on these reports are an accurate representation of the actual time worked."*

The endorsed Invoice Package must be transmitted to the State Financial Contact (or Contract Manager) for approval. State agencies will accept the PI endorsed Invoice Package sent hard copy or by email. However, the certification language and PI signature must be on the Invoice Package itself and not in the body of the email message. A digital signature (such as one that can be generated in Adobe Acrobat) may be used with electronic submissions.

(Please see section 14.E of the UTC.)

c) Prior Approval Requirements

This section describes the activities and/or expenditures that require State prior approval. For the prior-approval requirements specified, approval is required 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 in accordance with Section 14.D of the UTC.

Budget flexibility is allowed with approval (which can be after-the-fact), in accordance with Section 14.D.1 of the UTC or as otherwise defined on Exhibit B, Budget. Section 14.D.2 of the UTC identifies when prior approval is required, and may require a formal amendment.

e) Equipment Management

Title to equipment vests with the State and the disposition of the equipment at the termination of an agreement is limited to either the return of the equipment to the State or State authorization to use the equipment in the performance of another agreement or contract. In accordance with SCM 7.29, the State agency will notify the University of the equipment disposition at the close out of the agreement.

An equipment inventory record will be submitted by the University upon request by the State agency.

The University can be required to repair or replace damaged or stolen equipment. In the case of damage, however, the State has agreed to the following definition:

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

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. 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 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.

(Please see section 14.F of the UTC.)

g) Amendments to the Agreement

Any changes to the Scope of Work, Deliverables, delivery schedule or the budget will result in a formal amendment to the agreement. Additionally, any change approved under the Prior Approval Requirements (item c above) will likely result in a formal amendment to the agreement as such a change would be significant. Changes made as a result of a Budget Flexibility request may or may not result in an amendment to the agreement at the discretion of the funding State agency.

h) Project Close-out

At the termination of the agreement, the end date of the project period as listed on the STD 213, the following shall be provided to the funding State agency. In the event that a given agreement terminates early, the procedures outlined in section 7 of the UTC will be followed.

1. *Final Invoice*

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

   ***Note**: The date of delivery of the final invoice should be at least 120 days in advance of the reversion date of the funds.*

2. *Final Report/Deliverables*

   Any undelivered item listed on Exhibit A1 Deliverables, will be submitted to the funding State agency at the termination of the agreement.

   ***Note**: The date of delivery of any undelivered item listed on Exhibit A1 Deliverables should be at least 120 days in advance of the reversion date of the funds.*

3. *Final Equipment Inventory (Upon Request from the State agency)*

   In accordance with State Contracting Manual Section 7.29, the University will provide a final equipment inventory report of non-expendable equipment (greater than or equal to $5,000) and theft-sensitive expendable equipment (under $5,000), upon request.

4. *Final Invention Disclosure (see Section 8 of the MOU and Attachment 4 for more information on Patent Rights and disclosure requirements)*

   If in the performance of the Scope of Work, an invention is made (conceived and reduced to practice), then the University will provide a disclosure of that invention to the funding State agency in accordance with the incorporated Patent Rights clause.

   a. Confirmatory License (if applicable)

      A State Confirmatory License, Exhibit G, will be executed by the University and provided to the funding State agency for any such invention made during the performance of the Scope of Work. The State Confirmatory License will be provided to the funding State agency within 90 days after the University files the patent application.

   When the *"Patent Rights – University"* is incorporated in Exhibit G, then the following process will apply:

a. The State shall have a nonexclusive, sublicensable, irrevocable, paid-up license to practice or have practiced such invention for or on behalf of the State.
b. The University will file, prosecute and maintain a patent application claiming an invention within one year of the University's disclosure of invention to the funding State agency, and will diligently pursue broad application of such invention.
c. A State Confirmatory License will be executed by the University for any such invention, within 90 days after the University files the patent application.

If the *"Patent Rights – State"* is incorporated in Exhibit G, then the following process will apply:

a. The University shall have a nonexclusive, sublicensable, irrevocable, paid-up license to practice or have practiced such invention for or on behalf of the University and to allow other non-profit research and academic institutions, to do so for research and education purposes.
b. The funding State agency will file, prosecute and maintain a patent application claiming an invention within one year of the University's disclosure of invention to the funding State agency, and will diligently pursue broad application of such invention.
c. A University Confirmatory License will be executed by the funding State agency for any such invention, within 90 days after the funding State agency files the patent application.

Refer to Definitions incorporated into the University Terms & Conditions (located on the DGS, standard language web page)... http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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Cover Sheet
University Proposal to State

Proposal to:	<state agency>	Due date:	<date>
	<state agency address>	Submitted:	<date>
State agency contact:	<contact name>	Phone #:	<contact phone#>
	<contact title>	Email:	<Email>
Project title:	<title>		
Funding amount:	<project cost>		
Project period:	<start date> to <end date>		
IT Activity/Component?	No	Yes	*Explain in coversheet addendum*
University PI:	<PI name>	Phone #:	<contact phone#>
	<University>	Email:	<Email>
	<Department>		
	<address>		
Authorized University Official:	<AO name>	Alternate contact:	<Alternate contact name>
	<address>		<contact phone#>
	<telephone>		<Email>
	<Email>		

I certify that this proposal is compliant with the State & University Proposal and Administration Manual and that Scope of Work and Proposed Budget Estimate are compliant with University Policy.

Principal Investigator Signature	Authorized Official Signature
<PI name>	<AO name>
Date:	Date:

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Links to Exhibits in the Standard Agreement Template (included as Attachment 2 to the MOU) for Proposal Submission

Exhibit A – Project Summary & Scope of Work
- **Exhibit A1 – Schedule of Deliverables**
- **Exhibit A2 – Key Personnel**
- **Exhibit A3 – Authorized Representatives and Notices**
- **Exhibit A4 – Use of Preexisting Data, Copyrighted Materials and Deliverables**
- **Exhibit A5 – Proposal CVs/Résumés**
- **Exhibit A6 – Current & Pending Support**
- **Exhibit A7 – CNDA: Between Third Party and University (when applicable)**

Exhibit B – Budget for Entire Proposed Period of Performance (Budget Workbook)
- **Exhibit B1 Budget Narrative/Justification**
- **Exhibit B2 Budgets Pertaining to Subrecipients (if applicable) (Budget Workbook)**
- **Exhibit B3 Invoice Elements**

Exhibit C

UTC-116

AB20 State/University Model Agreement - University Terms & Conditions

http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

Exhibit D (if applicable) – Additional Requirements Associated with Funding Sources

If the Agreement is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements will be set forth in Exhibit D. If the University is a subrecipient, as defined in 2 CFR 200 (Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance), and the external funding entity is the federal government, the name of the federal agency, the prime award number (if available), and the Catalog of Federal Domestic Assistance (CFDA) program number will be listed in Exhibit D. (Please see sections 10.A and 10.B of the UTC.)

Agency (Required for federal funding source)	**Prime Agreement Number** (if available)	**If Federal, CFDA Number**

Exhibit E (if applicable) – Special Conditions for Security of Confidential Information

If the of work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements regarding the use and disposition of the information, will be provided by the funding State agency in Exhibit E. (Please see section 8.E of the UTC.)

Exhibit F (if applicable) –Access to State Facilities or Computing Systems – Agency Requirements/Agreement

If the scope of work or project requires that the Universities have access to State agency facilities or computing systems and a separate agreement between the individual accessing the facility or system and the State agency is necessary, then the requirement for the agreement and the agreement itself will be listed in Exhibit F. (Please see section 20 of the UTC.)

Exhibit G (if applicable) – Negotiated Alternate UTC Terms

*While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate. AB20 allows for those terms to be changed, but only through the mutual agreement and negotiation of the State agency and the University campus. If a given term in the UTC is to be changed, the change should **not** be noted in Exhibit C, but rather noted separately in Exhibit G. Mutually agreed upon changes in Exhibit G will supersede clauses, as noted, in Exhibit C.*

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Model Agreement Memorandum of Understanding
Between
The Department of General Services
and
The University of California
and
The California State University

WHEREAS, California Education Code section 67325 finds that for purposes of this article, "contract" means a research, training, or service agreement between the state and the University of California or the California State University, or a grant from the state to the University of California or the California State University for research, training, or service; and

WHEREAS, California Education Code section 67326 finds, among other things, that in the 2006-07 fiscal year, University of California and the California State University receive approximately six billion dollars ($6,000,000,000) from the State General Fund each year; state agencies and departments entered into more than 2,500 contracts or contract amendments with the University of California and the California State University; that many of these contracts have similar provisions; that the drafting of many of the contracts takes six months to a year; that in many cases, the state pays for both sides of the contract negotiations; and that it would be more cost effective if the state and the universities would establish standardized "boilerplate" provisions that would apply to all contracts between them, unless the Parties agree to alternative terms as provided for in California Education Code section 67327; and

WHEREAS, California Education Code section 67327 provides, among other things, that the Department of General Services shall negotiate and establish a model contract with standard contract provisions with the University of California and with the California State University; and

WHEREAS, California Education Code section 67327 further provides, among other things, that the standard provisions in said model contract "…shall be used in contracts entered into between the University of California or the California State University and the state, unless both contracting parties mutually determine that a specified standard contract provision is inappropriate or inadequate for a specified contract"; and

WHEREAS, representatives of the Department of General Services, other state agencies and departments, the University of California, and the California State University have met typically monthly since January 2010 to negotiate the model contract;

NOW, THEREFORE, the above-referenced entities have reached agreement on the terms and conditions of the model contract, which are contained herein.

1. Effective on January 1, 2016 and as required by Education Code section 67325 et seq., the Department of General Services, The Regents of the University of California and The Trustees of the California State University (collectively, "Parties") have negotiated the model terms and conditions (UTC-116, Attachment 3), for use in all new contracts, between State agencies and departments ("Agencies" or "Agency") and The Regents of the University of California ("UC") and The Trustees of the California State University ("CSU"[1]). For the purposes of this Memorandum of Understanding ("MOU"), a new contract is defined as the award of funds, not previously budgeted or appropriated, by an Agency to the UC or CSU.

2. The Department of General Services ("DGS") will maintain the model contract terms, UTC-116, as Exhibit C on the Office of Legal Services, Standard Language website. (http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

3. The model contract terms (Attachment 3), UTC-116, will be incorporated (as Exhibit C) into the Model Agreement Template (Attachment 2), to be used as a template for all agreements subject to this MOU. The

[1] *For purposes of this MOU, CSU shall also include those recognized CSU auxiliary organizations listed as being in good standing under Section 42406 of the Code of Regulations that administer and receive extramural funds for research, training or services (Attachment 1) on behalf of the campus or the CSU system.*

draft State-University Proposal and Administration Manual (SUPAM), which may be used in administering projects under the model contract, will be finalized by the Parties within two years, or other mutually agreed upon time period, after execution of the MOU. The Parties may negotiate alternative terms from the Model Agreement Template or model contract terms as provided for in Education Code section 67327.

4. Representatives from DGS, UC Office of the President and the CSU Office of the Chancellor will work together in good faith to resolve implementation issues, if any, in a timely manner as they arise.

5. In addition, representatives from DGS, UC Office of the President and the CSU Office of the Chancellor will meet annually, beginning one year from the effective date of this MOU to review the effectiveness of the model contract terms and to work together in good faith to identify and implement improvements to the model contract, if any. Prior to the annual meeting, the Parties will develop and conduct a standard survey of the Parties' respective constituents to identify those provisions, if any, that are considered inappropriate or inadequate.

6. In the event an Agency and UC or CSU mutually agree that a specified standard contract provision is inappropriate or inadequate for a specified contract pertaining to a specific project, the replacement provision, to be effective, must be in writing and executed by authorized representatives of the affected parties. The replacement provision will be applicable only to that specified contract and will be documented in Exhibit G of the agreement.

7. To be effective, any modifications to the model contract terms, UTC-116, other than that noted in paragraph 6 above, must be made in writing and executed by authorized representatives of the Parties.

8. Consistent with Chapter 2 (commencing with Section 13988) of Part 4.5 of Division 3 of Title 2 of the Government Code, relating to intellectual property, funding agreements from a state agency to the Regents of the University of California and to the Trustees of the California State University shall be subject to the model contract provisions developed pursuant to Chapter 14.27 (commencing with Section 67325) of Part 40 of Division 5 of Title 3 of the Education Code. While Patent Rights provisions were developed accordingly, the model contract, UTC-116, is silent on which one is the default. When applicable, one of these Patent Rights provisions (Attachment 4) will be incorporated in Exhibit G.

9. Agreements between a State agency and an authorized CSU auxiliary organization, shall incorporate the alternate provision, "4. Liability," set forth in Attachment 1, in Exhibit G as set forth in item #6 of this MOU. Authorized CSU Auxiliary Organizations are listed on Attachment 1, which will be maintained and updated by CSU (and posted to the Office of Legal Services website) in the event that any organizations gain or lose status as an Authorized CSU Auxiliary Organization).

10. This MOU constitutes the entire contract and understanding between the parties with respect to the subject matter of this MOU and supersedes any previous or contemporaneous written or oral representations, statements, negotiations or contracts, if any. UTC-116 is incorporated by reference into this MOU. To be effective, any modifications to this MOU must be made in writing and executed by authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the month, day and year specified below.

The Department of General Services	The Trustees of the California State University	The Regents of the University of California
By: *Signed 10/27/2015*	By: *Signed 11/2/2015*	By: *Signed 10/30/2015*
David Zocchetti Deputy Director and Chief Counsel, Office of Legal Services	Sue DeRosa Director of Sponsored Programs	Wendy Streitz Executive Director, Research Policy Analysis and Coordination
Date:	Date:	Date:

Attachment 1
CSU Campus Auxiliary Organizations
Authorized to Accept and Administer Grants & Contracts on Behalf of the University[2]

http://auxiliary.calstate.edu/?cat=9&submit.x=31&submit.y=10

1. California State University, Bakersfield Auxiliary for Sponsored Programs Administration
2. The CSU, Chico Research Foundation
3. California State University, Dominguez Hills Foundation
4. California State University, East Bay Foundation, Inc.
5. California State University, Fresno Foundation
6. CSU Fullerton Auxiliary Services Corporation
7. Humboldt State University Sponsored Programs Foundation
8. California State University, Long Beach Research Foundation
9. Cal State LA University Auxiliary Services, Inc.
10. University Corporation at Monterey Bay
11. The University Corporation (CSU Northridge)
12. Cal Poly Pomona Foundation, Inc.
13. University Enterprises, Inc. (CSU Sacramento)
14. University Enterprises Corporation at CSUSB (CSU San Bernardino)
15. San Diego State University Research Foundation
16. San Jose State University Research Foundation
17. Cal Poly Corporation (Cal Poly San Luis Obispo)
18. University Auxiliary and Research Services Corporation (CSU San Marcos)

Alternate Liability Clause for Agreements with CSU Auxiliary Organizations:

4. **Liability**

A. The contracting CSU Auxiliary Organization (Auxiliary)[3] 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 Auxiliary, its respective officers, agents or employees.

B. If the University[4] 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.

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[2] *CSU campuses administering grants and contracts through their campus research and sponsored programs office (not through an auxiliary) include: California Maritime Academy, CSU Channel Islands, San Francisco State University, Sonoma State University and CSU Stanislaus.*

[3] *CSU Auxiliary Organization: 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).*

[4] *University, as defined in Exhibit C, University Terms and Conditions (UTC-MYY): 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.*

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Attachment 2

Model Agreement Template (w/Exhibits)

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STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER	
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

, hereinafter referred to as "State"

CONTRACTOR'S NAME

, hereinafter referred to as "University"

2. The term of this Agreement is: throug

3. The maximum amount of this Agreement is: **$**

4. The parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are 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 page(s)

Other Exhibits A (when applicable): A6–Current & Pending Support; A7–Third Party Confidential Information Requirement page(s)

Exhibit B – B–Budget; B1–Budget Justification; B2–Subrecipient Budgets (if applicable); B3–Invoice Elements page(s)

Exhibit C* – University Terms and Conditions UTC-116

Check mark additional Exhibits below, and attach Exhibits or provide internet link:

- ☐ **Exhibit D** – Additional Requirements Associated with Funding Sources page(s)
- ☐ **Exhibit E** – Special Conditions for Security of Confidential Information page(s)
- ☐ **Exhibit F** – Access to State Facilities and Computing Resources page(s)
- ☐ **Exhibit G** – If applicable page(s)

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. *These documents can be viewed at http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.*

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

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*		
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		☐ Exempt per:
ADDRESS		

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Exhibit A

Project Summary & Scope of Work

Project Summary/Abstract

Briefly describe the long-term objectives for achieving the stated goals of the project.

If Third-Party Confidential Information is to be provided by the State:

☐ Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement; ***OR***

☐ A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7.

Scope of Work

Describe the goals and specific objectives of the proposed project and summarize the expected outcomes. If applicable, describe the overall strategy, methodology, and analyses to be used. Include how the data will be collected, analyzed, and interpreted as well as any resource sharing plans as appropriate. Discuss potential problems, alternative strategies, and benchmarks for success anticipated to achieve the goals and objectives.

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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.

Deliverable*	Description	Due Date
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. For deliverables entered in this first section, copyright shall remain with the University with a license to the State in accordance with Exhibit C, Paragraph 18.A.*

** *Deliverables entered below this line provide copyright to the State agency with a license to the University in accordance with Exhibit C, Paragraph 18.B.*

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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.

Last Name, First Name	Institutional Affiliation	Role on Project
PI:		
Co-PI(s) – if applicable:		
Other Key Personnel (if applicable):		

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Exhibit A3

AUTHORIZED REPRESENTATIVES AND NOTICES

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.

State Agency Contacts Agency Name: <Agency Name>	**University Contacts** University Name: <University Name>
Contract Project Manager (Technical) Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>	***Principal Investigator*** Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>
Authorized Official (contract officer) Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress> ***Send notices to (if different):*** Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>	***Authorized Official*** Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress> ***Send notices to (if different):*** Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>

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Administrative Contact Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>	***Administrative Contact*** Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>
Financial Contact/Accounting Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>	***Authorized Financial Contact/Invoicing*** Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>

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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.

☐ None or ☐ List:

Owner (State Agency or 3rd Party)	Type of Data or copyrighted work (Restricted or Unrestricted)	Description	If Restricted, nature of restriction:

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

☐ None or ☐ List:

Owner (University or 3rd Party)	Type of Data or copyrighted work (Restricted or Unrestricted)	Description	If Restricted, nature of restriction:

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.

☐ None or ☐ List:

Owner (University or 3rd Party)	Description	Nature of Restriction:

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Exhibit A5

CURRICULUM VITAES (CV) / RÉSUMÉS / BIOSKETCH

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

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Exhibit A6

CURRENT & PENDING SUPPORT

(Will be incorporated, if applicable.)

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.

PI: NAME OF INDIVIDUAL

Status (currently active or pending approval)	Award # (if available)	Source (name of the sponsor)	Project Title	Start Date	End Date
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

NAME OF INDIVIDUAL

Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

NAME OF INDIVIDUAL

Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

NAME OF INDIVIDUAL

Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

NAME OF INDIVIDUAL

Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
CURRENT				10/1/2010	12/31/2012
PENDING				10/1/2010	12/31/2012

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Exhibit A7

Third Party Confidential Information

Confidential Nondisclosure Agreement

(Identified in Exhibit A, Scope of Work – will be incorporated, if applicable)

If the scope of work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.

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Exhibit B

Budget Estimate for Project Period

Principal Inversitagor (Last, First): _____ **Exhibit B**

COMPOSITE BUDGET: ESTIMATE FOR ENTIRE PROPOSED PROJECT PERIOD
07/01/2014 to 06/30/2017

From: / To: / BUDGET CATEGORY		7/1/2014 6/30/2015 Year 1	7/1/2015 6/30/2016 Year 2	7/1/2016 6/30/2017 Year 3	Year 4	TOTAL
PERSONNEL: *Salary and fringe benefits.*		$0	$0	$0	$0	$0
TRAVEL		$0	$0	$0	$0	$0
MATERIALS & SUPPLIES		$0	$0	$0	$0	$0
EQUIPMENT		$0	$0	$0	$0	$0
CONSULTANT		$0	$0	$0	$0	$0
SUBRECIPIENT		$0	$0	$0	$0	$0
OTHER DIRECT COSTS (ODC)	*Subject to IDC Calc*					
ODC #1	*Y*	$0	$0	$0	$0	$0
ODC #2	*Y*	$0	$0	$0	$0	$0
ODC #3	*Y*	$0	$0	$0	$0	$0
ODC #4	*Y*	$0	$0	$0	$0	$0
ODC #5	*Y*	$0	$0	$0	$0	$0
ODC #6	*Y*	$0	$0	$0	$0	$0
TOTAL DIRECT COSTS		**$0**	**$0**	**$0**	**$0**	**$0**
Indirect (F&A) Costs						
	F&A Base					
On-Campus	*MTDC*	*$0*	*$0*	*$0*	*$0*	*$0*
Indirect (F&A) Costs		**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL ESTIMATED COSTS PER YEAR		**$0**	**$0**	**$0**	**$0**	
TOTAL ESTIMATED COSTS FOR PROPOSED PROJECT PERIOD						**$0**

EXAMPLE

JUSTIFICATION. See Exhibit B1 - Follow the budget justification instructions.

Funds Reversion Dates	06/30/2018	06/30/2019	06/30/2020

Project Period Budget Flexibility (lesser of % or Amount)

Prior approval required for budget changes between approved cost categories above the thresholds identified.	%	10.00%
		or
	Amount	*$10,000*

Exhibit B1

Budget Justification

The following information provides budget justification for the items budgeted in Exhibit B (Composite Budget: Estimated Budget for Project Period). Refer to instructions for Budget Justification, above.

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).*

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

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.

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.

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.

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.

Consultant Costs

Consultants are individuals/organizations who provide expert advisory or other services for brief or limited periods; they do not provide a percentage of effort and are not involved in the scientific or technical direction of the project. 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.

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.

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.

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.

Indirect (F&A) Costs

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

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Exhibit B2

Budget Estimates Pertaining to Subcontractors (when applicable)

Principal Inversitagor (Last, First): _____ **Exhibit B2**

COMPOSITE BUDGET: ESTIMATE FOR ENTIRE PROPOSED PROJECT PERIOD
07/01/2014 to 06/30/2017

From: / To: / BUDGET CATEGORY		7/1/2014 6/30/2015 Year 1	7/1/2015 6/30/2016 Year 2	7/1/2016 6/30/2017 Year 3	Year 4	TOTAL
PERSONNEL: *Salary and fringe benefits.*		$0	$0	$0	$0	$0
TRAVEL		$0	$0	$0	$0	$0
MATERIALS & SUPPLIES		$0	$0	$0	$0	$0
EQUIPMENT		$0	$0	$0	$0	$0
CONSULTANT		$0	$0	$0	$0	$0
SUBRECIPIENT		$0	$0	$0	$0	$0
OTHER DIRECT COSTS (ODC)	*Subject to IDC Calc*					
ODC #1	*Y*	$0	$0	$0	$0	$0
ODC #2	*Y*	$0	$0	$0	$0	$0
ODC #3	*Y*	$0	$0	$0	$0	$0
ODC #4	*Y*	$0	$0	$0	$0	$0
ODC #5	*Y*	$0	$0	$0	$0	$0
ODC #6	*Y*	$0	$0	$0	$0	$0
TOTAL DIRECT COSTS		**$0**	**$0**	**$0**	**$0**	**$0**
Indirect (F&A) Costs						
	F&A Base					
On-Campus	*MTDC*	*$0*	*$0*	*$0*	*$0*	*$0*
Indirect (F&A) Costs		**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL ESTIMATED COSTS PER YEAR		**$0**	**$0**	**$0**	**$0**	
TOTAL ESTIMATED COSTS FOR PROPOSED PROJECT PERIOD						**$0**

EXAMPLE

JUSTIFICATION. See Exhibit B1 - Follow the budget justification instructions.

Funds Reversion Dates 06/30/2018 06/30/2019 06/30/2020

Project Period Budget Flexibility (lesser of % or Amount)

Prior approval required for budget changes between approved cost categories above the thresholds identified.

% **10.00%**

or

Amount *$10,000*

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 [5]

- 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 [6]

- 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 [6]
- Transaction Posting Date [6]
- Time Worked [6]
- Transaction Amount [6]

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

[6] 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

UTC-116

AB20 State/University Model Agreement Terms & Conditions
http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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Exhibit D (if applicable)

Additional Requirements Associated with Funding Sources

If the Agreement is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements will be set forth in Exhibit D. If the University is a subrecipient, as defined in 2 CFR 200 (Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance), and the external funding entity is the federal government, the name of the federal agency, the prime award number (if available), and the Catalog of Federal Domestic Assistance (CFDA) program number will be listed in Exhibit D. (Please see sections 10.A and 10.B of the UTC.)

Agency (Required for federal funding source)	**Prime Agreement Number** (if available)	**If Federal, CFDA Number**

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Exhibit E (if applicable)

Special Conditions for Security of Confidential Information

If the of work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements regarding the use and disposition of the information, will be provided by the funding State agency in Exhibit E. (Please see section 8.E of the UTC.)

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Exhibit F (if applicable)

Access to State Facilities or Computing Systems
Agency Requirements/Agreement

If the scope of work or project requires that the Universities have access to State agency facilities or computing systems and a separate agreement between the individual accessing the facility or system and the State agency is necessary, then the requirement for the agreement and the agreement itself will be listed in Exhibit F. (Please see section 20 of the UTC.)

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Exhibit G – Negotiated Alternate UTC Terms (if applicable)

*While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate. AB20 allows for those terms to be changed, but only through the mutual agreement and negotiation of the State agency and the University campus. If a given term in the UTC is to be changed, the change should **not** be noted in Exhibit C, but rather noted separately in Exhibit G.*

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Attachment 3
UTC-116

Exhibit C
Table of Contents

#	Clause
1	Definitions
2	Approval
3	Amendment
4	Liability
5	Conflict of Interest
6	Dispute Resolution
7	Termination
8	Confidential Information
9	Key Personnel
10	Requirements Associated with Funding Sources
11	Subawards
12	Budget Contingency Clause
13	Travel
14	Payment & Invoicing
15	Audit
16	Right to Publish
17	Data Rights
18	Copyrights
19	Use of Name and Publicity
20	Access to State Facilities and Computing Systems
21	Notices *(and other standard provisions 22 – 26)*

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

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** TOC

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** TOC

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** TOC

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

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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** TOC
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** TOC

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.

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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** TOC

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.

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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

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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** TOC

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 A4. 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 A4 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 A4 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** TOC

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 A4, 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.

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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 usual 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.

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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.

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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.

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Attachment 4 TOP
Patent Rights
(to be incorporated in Exhibit G, when applicable)

Patent Rights – University

A. Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the Scope of Work, Exhibit A, conducted under this Agreement ("Patentable Inventions") shall belong to the University. The State shall have a nonexclusive, sublicensable, irrevocable, paid-up license to practice or have practiced such Patentable Invention for government purposes.

B. A State Confirmatory License (attached) will be executed by the University to provide said license to any such Patentable Invention, within ninety (90) days after filing of patent application.

C. University shall file, prosecute and maintain a patent application claiming a Patentable Invention described in paragraph A above within two years of disclosure of a Patentable Invention to University by inventors and will diligently pursue broad application of such Patentable Invention. If State notifies University of a need that is not being met by University, University will take steps to meet such need or will offer sufficient field-of-use rights to State to address such unmet need.

D. If University decides not to file a patent application within such two-year period or decides to abandon a patent or patent application claiming such Patentable Invention, and determines that it does not intend to pursue commercialization of such Patentable Invention, then University will notify the State in sufficient time to preserve patent rights, and upon State agency request, University agrees to assign title to State, subject to requirements of law, outstanding rights in third parties, and a reserved right to use the Patentable Invention for educational and research purposes and to allow other educational and nonprofit institutions to do so.

E. Copyrightable works that may be patentable are also subject to the Patent Rights clause, which will take precedence in case of a conflict.

Patent Rights – State

A. Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the Scope of Work, Exhibit A, conducted under this Agreement ("Patentable Inventions") shall be assigned to the State. The University shall have a nonexclusive, sublicensable, irrevocable, paid-up license to practice or have practiced such Patentable Invention for or on behalf of the University and to allow other non-profit research and academic institutions to do so for research and education purposes.

B. A University Confirmatory License (attached) will be executed by the State to provide said license to any such Patentable Invention, within 90 days after filing of patent application.

C. State shall file, prosecute and maintain a patent application claiming a Patentable Invention described in paragraph A above within two years of University disclosure of a Patentable Invention to State and will diligently pursue broad application of such Patentable Invention. If University notifies State of a need that is not being met by State, State will take steps to meet such need or will offer sufficient field-of-use rights to University to address such unmet need.

D. If the State decides not to file a patent application within such two-year period or decides to abandon a patent or patent application claiming such Patentable Invention, then the State will notify the University in sufficient time to preserve patent rights, and upon University request, State agrees to assign title to the University, subject to requirements of law, outstanding rights in third parties, and a reserved right to use the Patentable Invention for government purposes.

E. Copyrightable works that may be patentable are also subject to the Patent Rights clause, which will take precedence in case of a conflict.

License to the State of California

Invention Title: _____

Inventor(s): _____

Patent or Application Serial No.: _____ **US Filing/Issue Date:** _____

Grant/Contract Identification Number(s): _____

Foreign Application filed/intended in (countries): _____

The invention identified above is a Subject Invention under the Patent Rights – University clause which is included among the terms of the above-identified grant/contract award from the State of California. Subject to the requirements of federal funds, if any, this document is confirmatory of:

1. The nonexclusive, sublicensable, irrevocable, paid-up license to practice or have practiced for government purposes the invention described in any patent application and in any and all divisions and continuations, and in any and all patents and re-issues granted thereon throughout the world; and

2. All other rights acquired by the State by reason of the above identified grant/contract award and the laws and regulations which are applicable to the award.

The State is hereby granted the power to inspect and make copies of the above-identified patent application.

Signed this _____ day of _____ , 20 _____

By _____

Name and Title _____

For _____
(Organization)

At _____

_____
(Business Address)

UNIVERSITY DRAFT

License to the University

Invention Title: _____

Inventor(s): _____

Patent or Application Serial No.: _____ **US Filing/Issue Date:** _____

Grant/Contract Identification Number(s): _____

Foreign Application filed/intended in (countries): _____

The invention identified above is a Subject Invention under the Patent Rights – State clause which is included among the terms of the above-identified grant/contract award from the State of California. Subject to the requirements of federal funds, if any, this document is confirmatory of:

1. The nonexclusive, sublicensable, irrevocable, paid-up license to practice or have practiced for or on behalf of the University the invention described in any patent application and in any and all divisions and continuations, and in any and all patents and re-issues granted thereon throughout the world; and

2. All other rights acquired by the University by reason of the above identified grant/contract award and the laws and regulations which are applicable to the award.

The University is hereby granted the power to inspect and make copies of the above-identified patent application.

Signed this _____ day of _____ , 20 _____

By _____

Name and Title _____

For _____
(Organization)

At _____

_____
(Business Address)

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