

# **GULF RESEARCH PROGRAM**

National Academy of Sciences  
National Academy of Engineering  
Institute of Medicine  
National Research Council

**NAS Grant Number: 20000xxxx**

## **GRANT AGREEMENT**

This grant is entered into by and between the National Academy of Sciences, the Grantor (hereinafter referred to as “NAS”) and \_\_\_\_\_ (hereinafter referred to as “Grantee”) (The “NAS” and “Grantee” may be referred to herein individually as “Party” or collectively as “Parties”).

### **GRANT SUMMARY**

#### NAS DETAILS

NAS Funding Opportunity: Data Synthesis Grants – Award Year 2015  
NAS Program Officer:  
Phone and E-mail:  
NAS Grants Officer:

#### GRANT DETAILS

Grantee Name:  
Address:  
Grantee Principal Investigator:  
Grantee Grant Administrator:  
Title of Project:  
Effective Date: Month, Date, 2015  
Expiration Date: Month 2016  
Grant Amount:

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# GRANT TERMS AND CONDITIONS

## ARTICLE I – DEFINITIONS

“NAS” shall mean the National Academy of Sciences, Washington, D.C. The National Academy of Sciences is a private tax exempt organization chartered by an Act of Congress, which includes under its charter the National Academy of Engineering, Institute of Medicine, and National Research Council.

“Authorized Signer” means a person with authority to enter into, administer, and/or terminate grants and make related determinations and findings under the grant.

“Grantee” shall mean the individual or entity identified as such on the cover page of this Grant Agreement.

“NAS Program Officer” shall mean the individual identified as such on the Grant Summary Page or his/her designated and authorized representative.

“NAS Grants Officer” shall mean the individual identified as such on the Grant Summary Page of this Grant Agreement or his/her designated and authorized representative.

“Research Data” shall include the recorded factual material commonly accepted in the scientific community as necessary to validate research findings (but not any preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues)

## ARTICLE II – TERM OF GRANT AGREEMENT

The Term of this Grant Agreement is from the Effective Date to the Termination Date set out on the Grant Summary. This grant may be renewed for a second 12-month period upon NAS’s determination that satisfactory progress has been made toward completion of the project and contingent on the availability of funding.

## ARTICLE III – USE OF GRANT FUNDS

Grantee shall use the funds solely for the purposes described in attached Grant Proposal, Attachment A hereto and incorporated by reference, and shall furnish all necessary material, facilities, equipment and qualified personnel to carry out the purposes of the Grant. Grantee must notify the NAS of any proposed material modifications to the Grant Proposal and any material modifications must be approved in advance in writing by the NAS.

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Grantee expenditures of grant funds under this Grant Agreement shall be conducted consistent with the cost accounting principles found in Subpart E of OMB 2 CFR Part 200 as it may be revised from time to time.

#### **ARTICLE IV – GRANT AMOUNT AND PAYMENTS**

Funds in the amount of \$\_\_\_\_\_ are allocated to this Grant Agreement, as set out in the Grant Budget, Attachment B, and will be paid in accordance with the payment schedule set out in Attachment B. The Grantee may charge to the grant only allowable costs resulting from obligations incurred during the term of the Grant Agreement. The percent of grant funds that may be spent on overhead shall not exceed the Grantee’s federally negotiated rate for overhead costs. If the Grantee does not have a federally negotiated rate for overhead, no more than 20% of the grant funds may be spent on overhead.

The Grantee acknowledges that the NAS and its representatives have made no actual or implied promise of funding except for the amounts currently obligated under this Grant Agreement. Continued funding under this Grant Agreement is contingent upon acceptable performance and funding. Funding for subsequent years of multi-year projects will be contingent on availability of funds and demonstrated progress toward objectives.

#### **ARTICLE V – PROJECT DIRECTOR**

The Grantee’s performance of the subject work under this Grant Agreement shall be under the technical direction of the individual identified as Project Director on the Grant Summary Page of this Grant Agreement. Grantee shall report any change to the Principle Investigator in writing to the NAS Program Officer.

#### **ARTICLE VI – REPORTING**

The Grantee shall provide a semi-annual financial report to the NAS Program Officer which shall inform NAS on grant expenditures to date under the grant. Thirty days prior to the end of Term of this Grant Agreement, the Grantee shall provide an annual written report to the NAS Program Officer which shall inform NAS on activities being carried out under the grant, including but not limited to project accomplishments to date and grant expenditures.

#### **ARTICLE VII – INTELLECTUAL PROPERTY**

The copyrights in all written materials, photographs, drawings, software, and other works subject to copyright protection created or generated under this grant shall be owned by the Grantee. With respect to such copyrighted works, NAS and the U.S. Government shall have a royalty-

free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use such copyrighted works for U.S. Government or NAS purposes. In addition to any other rights it may have, the U.S. Government shall have the rights provided in 2 CFR section 200.315, as that section may be revised from time to time. All such copyrighted works shall include a formal acknowledgement of NAS' funding under this Grant Agreement. Grantee shall provide at least one copy hard copy and an electronic copy of each such copyrighted work to NAS. NAS encourages the Grantee to publish and disseminate any such copyrighted works.

With respect to research data, which shall include the recorded factual material commonly accepted in the scientific community as necessary to validate research findings (but not any preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues), the Grantee shall retain all rights in said data but shall provide timely and unrestricted access to the data to NAS and the U.S. Government. Without limitation of the foregoing, the U.S. Government and NAS shall have the right to (1) obtain, reproduce, publish, or otherwise use the research data first produced under this Grant, and (2) authorize others to receive, reproduce, publish, or otherwise use such data for NAS or U.S. Government purposes.

The policies on patents outlined in 35 USC Sections 200-211, in 37 CFR Section 401, and in the Presidential Memorandum on Government Patent Policy dated February 18, 1983, will serve as basic guidance on patent rights on inventions developed by the Grantee during the term of this Grant Agreement so as to encourage the maximum participation in the program. The Grantee will have the right to elect title to the patent rights in inventions resulting from work under this Grant Agreement, subject to the U.S. Government and NAS each acquiring a worldwide nonexclusive, non-transferrable (except as provided below), irrevocable, paid-up license to practice or have practiced for on behalf of the U.S. Government or NAS, but in the case of NAS, solely in connection with the Gulf Research Program, and any such invention shall also be subject to the "march-in" rights of the U.S. Government as set forth in the above cited statute and regulations. Without limitation of the foregoing, the license provided to NAS shall include the right to sublicense its rights to contractors and grantees that perform studies, projects, or other activities under the Gulf Research Program, except that the NAS shall not have the right to commercialize its rights outside the Gulf Research Program.

## **ARTICLE VIII – ACKNOWLEDGEMENT**

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Gulf Research Program

All grantee publications, including research publications, press releases, and other publications or documents about research that is funded by Gulf Research Program of the National Academy of Sciences must include the following:

- A specific acknowledgment of grant support from the Gulf Research Program, such as: "Research reported in this [publication/press release] was supported by the Gulf Research Program of the National Academy of Sciences under award number [specific grant number(s) in this format: 20000xxxx]."
- A disclaimer that says: "The content is solely the responsibility of the authors and does not necessarily represent the official views of the Gulf Research Program or the National Academy of Sciences."

#### **ARTICLE IX – PROTECTION OF HUMAN SUBJECTS AND USE OF LABORATORY ANIMALS**

If the project involves research on human subjects, the Grantee shall comply with the Department of Health and Human Services (DHHS) Regulations (Title 45 Code of Federal Regulations Part 46) regarding the protection of human research subjects, unless that research is exempt as specified in the regulation. If the project involves research on animal subjects, Grantee shall comply with the "PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions." (<http://grants.nih.gov/grants/olaw/references/phspol.htm>)

#### **ARTICLE X – TERMINATION**

This Grant Agreement may be terminated in whole or part in accordance with the following:

1. If the Grantee materially fails to comply with the terms and conditions of this Grant Agreement, or
2. The NAS may terminate this Grant Agreement in whole or in part without cause upon 30 business day's written notice of the intent to do so, and such action shall in no event be deemed a breach of contract. In the event that this Grant Agreement is so terminated, Grantee will be paid for all costs incurred and non-cancelable obligations made..

#### **ARTICLE XI – LIMITATION OF LIABILITY**

The Grantee agrees to assume the sole responsibility for the research, including taking any necessary precautions for the protection of persons and property. The NAS and its officers, directors, employees and agents shall not be responsible for any claims, damages, or liability arising out of the Grantee's research performed using funds under this Grant Agreement.

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As between the Parties to this Grant Agreement, Grantee is solely responsible for any liabilities that may arise in connection with performance under the Grant Agreement. To the extent not prohibited under the state and local laws which govern the Grantee, such Party agrees to indemnify and hold NAS harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that NAS may incur by reason of Grantee's negligent act or omission or breach of any of the provisions of this Grant Agreement or by reason of any third-party claim or suit arising out of or in connection with Grantee's performance or failure to perform pursuant to this Grant Agreement.

#### **ARTICLE XII – COMPLIANCE WITH LAWS**

The Grantee shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements and any governmental authority relating to the project activities specified in this Grant Agreement. The Grantee shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, or sex in any manner prohibited by law, nor shall the Grantee engage in or permit sexual harassment of any person in any manner prohibited by law.

#### **ARTICLE XIII – ANTI-TERRORISM**

U.S. Executive Orders and laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Grantee to ensure compliance with these Executive Orders and laws in its own activities.

#### **ARTICLE IX – RECORDS AND AUDIT REQUIREMENTS**

The Grantee shall retain all financial records and other pertinent evidence pertaining to costs incurred and reimbursed hereunder for a period of three (3) years after the termination date. The Grantee agrees to give the NAS or its authorized representatives access to these records and other pertinent books, documents, papers or other records in order to conduct audits. Grant closeout does not alter these requirements.

#### **ARTICLE X – SUB-GRANTING AND ASSIGNMENTS**

No portion of this grant may be sub-granted, assigned, or otherwise disposed of, unless specifically authorized in writing by the NAS.

#### **ARTICLE XI – GRANTEE REPRESENTATIONS**

Grantee represents and warrants that it has all the requisite power and authority to execute, deliver and perform this Grant Agreement and that this Grant Agreement has been duly and validly executed and delivered by each Party and constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with its Terms and Conditions.

**ARTICLE XVII NON-ENDORSEMENT**

It is expressly agreed and understood by the Parties hereto that this Grant Agreement shall not constitute an endorsement by NAS of any entity, organization, company or individual, nor the products, actions, behavior or conduct of any entity, organization, company or individual, and any negligent or intentional misrepresentation by Grantee to the contrary, in any context and in any forum, shall constitute a material breach of this Grant Agreement, and the same shall be grounds for immediate termination of this Grant Agreement by NAS .

**ARTICLE XVIII - DISPUTES**

The Parties shall attempt to resolve any disputes arising out of or related to this Grant Agreement by mutual agreement. The Parties agree that any disputes that are not so resolved shall first be subject to resolution by the President of the NAS.

**ARTICLE XIX – ENTIRE AGREEMENT**

This Grant Agreement supersedes any prior oral or written understanding or communications between the Parties and constitutes the only agreement between the NAS and Grantee relating to the subject matter hereof, and no representations, promises, understandings or agreements, oral or otherwise, not herein will be of any force or effect.

The nature of this Grant Agreement is a funding agreement, and no employment, partnership, joint venture or agency relationship is created herewith.

**ARTICLE XX – JURISDICTION**

This Grant Agreement shall be interpreted according to the laws of the District of Columbia. The sole venue for any disputes shall be the District of Columbia.

**ACCEPTED FOR:**

(GRANTEE NAME)

Authorized Representative Signature

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Gulf Research Program

Name

Title

Date

SAMPLE

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Gulf Research Program

# **GULF RESEARCH PROGRAM**

National Academy of Sciences  
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**NAS Grant Number: 20000xxxx**

## **GRANT AGREEMENT**

This grant is entered into by and between the National Academy of Sciences, the Grantor (hereinafter referred to as “NAS”) and \_\_\_\_\_ (hereinafter referred to as “Grantee”) (The “NAS” and “Grantee” may be referred to herein individually as “Party” or collectively as “Parties”).

### **GRANT SUMMARY**

#### NAS DETAILS

NAS Funding Opportunity: Data Synthesis Grants – Award Year 2015  
NAS Program Officer:  
Phone and E-mail:  
NAS Grants Officer:

#### GRANT DETAILS

Grantee Name:  
Address:  
Grantee Principal Investigator:  
Grantee Grant Administrator:  
Title of Project:  
Effective Date: Month, Date, 2016  
Expiration Date: Month 2017  
Grant Amount:

Grant Terms and Conditions.....	2
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# GRANT TERMS AND CONDITIONS

## ARTICLE I – DEFINITIONS

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“Authorized Signer” means a person with authority to enter into, administer, and/or terminate grants and make related determinations and findings under the grant.

“Grantee” shall mean the individual or entity identified as such on the cover page of this Grant Agreement.

“NAS Program Officer” shall mean the individual identified as such on the Grant Summary Page or his/her designated and authorized representative.

“NAS Grants Officer” shall mean the individual identified as such on the Grant Summary Page of this Grant Agreement or his/her designated and authorized representative.

“Research Data” shall include the recorded factual material commonly accepted in the scientific community as necessary to validate research findings (but not any preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues)

## ARTICLE II – TERM OF GRANT AGREEMENT

The Term of this Grant Agreement is from the Effective Date to the Termination Date set out on the Grant Summary. All requests to extend the Term of this Grant Agreement must be submitted in writing to the NAS Program Officer no less than 45 days prior to the end of the Term. Approval of extension of the Term is solely within the discretion of the NAS and must be approved in advance in writing by modification of this Grant Agreement.

## ARTICLE III – USE OF GRANT FUNDS

Grantee shall use the funds solely for the purposes described in attached Grant Proposal, Attachment A hereto and incorporated by reference, and shall furnish all necessary material, facilities, equipment and qualified personnel to carry out the purposes of the Grant. Grantee must notify the NAS of any proposed material modifications to the Grant Proposal and any material modifications must be approved in advance in writing by the NAS.

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Grantee expenditures of grant funds under this Grant Agreement shall be conducted consistent with the cost accounting principles found in Subpart E of OMB 2 CFR Part 200 as it may be revised from time to time.

#### **ARTICLE IV – GRANT AMOUNT AND PAYMENTS**

Funds in the amount of \$\_\_\_\_\_ are allocated to this Grant Agreement, as set out in the Grant Budget, Attachment B, and will be paid in accordance with the payment schedule set out in Attachment B. The Grantee may charge to the grant only allowable costs resulting from obligations incurred during the term of the Grant Agreement. The percent of grant funds that may be spent on overhead shall not exceed the Grantee’s federally negotiated rate for overhead costs. If the Grantee does not have a federally negotiated rate for overhead, no more than 20% of the grant funds may be spent on overhead.

The Grantee acknowledges that the NAS and its representatives have made no actual or implied promise of funding except for the amounts currently obligated under this Grant Agreement. Continued funding under this Grant Agreement is contingent upon acceptable performance and funding. Funding for subsequent years of multi-year projects will be contingent on availability of funds and demonstrated progress toward objectives.

#### **ARTICLE V – PROJECT DIRECTOR**

The Grantee’s performance of the subject work under this Grant Agreement shall be under the technical direction of the individual identified as Project Director on the Grant Summary Page of this Grant Agreement. Grantee shall report any change to the Principle Investigator in writing to the NAS Program Officer.

#### **ARTICLE VI – REPORTING**

The Grantee shall provide a semi-annual financial report to the NAS Program Officer which shall inform NAS on grant expenditures to date under the grant. Within 30 days of completion of the all grant activities, the Grantee shall provide in writing a Final Grant Report. The Final Grant Report shall address the original objectives of the project as identified in the Grant Proposal, Attachment A, describe any changes in objectives, describe the final project accomplishments and include a final project accounting of all grant funds. Consistent with Article VII below, the Grantee understands and agrees that NAS will make the Final Grant Report available to the public.

Within one year after the termination of the grant, the Grantee shall notify the NAS about any publications resulting from or follow-up work to the grant activity and, where applicable, where data generated with grant funding were deposited or archived.

## **ARTICLE VII – INTELLECTUAL PROPERTY**

The copyrights in all written materials, photographs, drawings, software, and other works subject to copyright protection created or generated under this grant shall be owned by the Grantee. With respect to such copyrighted works, NAS and the U.S. Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use such copyrighted works for U.S. Government or NAS purposes. In addition to any other rights it may have, the U.S. Government shall have the rights provided in 2 CFR section 200.315, as that section may be revised from time to time. All such copyrighted works shall include a formal acknowledgement of NAS' funding under this Grant Agreement. Grantee shall provide at least one copy hard copy and an electronic copy of each such copyrighted work to NAS. NAS encourages the Grantee to publish and disseminate any such copyrighted works.

With respect to research data, which shall include the recorded factual material commonly accepted in the scientific community as necessary to validate research findings (but not any preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues), the Grantee shall retain all rights in said data but shall provide timely and unrestricted access to the data to NAS and the U.S. Government. Without limitation of the foregoing, the U.S. Government and NAS shall have the right to (1) obtain, reproduce, publish, or otherwise use the research data first produced under this Grant, and (2) authorize others to receive, reproduce, publish, or otherwise use such data for NAS or U.S. Government purposes.

The policies on patents outlined in 35 USC Sections 200-211, in 37 CFR Section 401, and in the Presidential Memorandum on Government Patent Policy dated February 18, 1983, will serve as basic guidance on patent rights on inventions developed by the Grantee during the term of this Grant Agreement so as to encourage the maximum participation in the program. The Grantee will have the right to elect title to the patent rights in inventions resulting from work under this Grant Agreement, subject to the U.S. Government and NAS each acquiring a worldwide nonexclusive, non-transferrable (except as provided below), irrevocable, paid-up license to practice or have practiced for on behalf of the U.S. Government or NAS, but in the case of NAS, solely in connection with the Gulf Research Program, and any such invention shall also be subject to the “march-in” rights of the U.S. Government as set forth in the above cited statute and

regulations. Without limitation of the foregoing, the license provided to NAS shall include the right to sublicense its rights to contractors and grantees that perform studies, projects, or other activities under the Gulf Research Program, except that the NAS shall not have the right to commercialize its rights outside the Gulf Research Program.

#### **ARTICLE VIII – ACKNOWLEDGEMENT**

All grantee publications, including research publications, press releases, and other publications or documents about research that is funded by Gulf Research Program of the National Academy of Sciences must include the following:

- A specific acknowledgment of grant support from the Gulf Research Program, such as: "Research reported in this [publication/press release] was supported by the Gulf Research Program of the National Academy of Sciences under award number [specific grant number(s) in this format: 20000xxxx]."
- A disclaimer that says: "The content is solely the responsibility of the authors and does not necessarily represent the official views of the Gulf Research Program or the National Academy of Sciences."

#### **ARTICLE IX – PROTECTION OF HUMAN SUBJECTS AND USE OF LABORATORY ANIMALS**

If the project involves research on human subjects, the Grantee shall comply with the Department of Health and Human Services (DHHS) Regulations (Title 45 Code of Federal Regulations Part 46) regarding the protection of human research subjects, unless that research is exempt as specified in the regulation. If the project involves research on animal subjects, Grantee shall comply with the "PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions." (<http://grants.nih.gov/grants/olaw/references/phspol.htm>)

#### **ARTICLE X – TERMINATION**

This Grant Agreement may be terminated in whole or part in accordance with the following:

1. If the Grantee materially fails to comply with the terms and conditions of this Grant Agreement, or
2. The NAS may terminate this Grant Agreement in whole or in part without cause upon 30 business day's written notice of the intent to do so, and such action shall in no event be deemed a breach of contract. In the event that this Grant Agreement is so terminated, Grantee will be paid for all costs incurred and non-cancelable obligations made..

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## **ARTICLE XI – LIMITATION OF LIABILITY**

The Grantee agrees to assume the sole responsibility for the research, including taking any necessary precautions for the protection of persons and property. The NAS and its officers, directors, employees and agents shall not be responsible for any claims, damages, or liability arising out of the Grantee's research performed using funds under this Grant Agreement.

As between the Parties to this Grant Agreement, Grantee is solely responsible for any liabilities that may arise in connection with performance under the Grant Agreement. To the extent not prohibited under the state and local laws which govern the Grantee, such Party agrees to indemnify and hold NAS harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that NAS may incur by reason of Grantee's negligent act or omission or breach of any of the provisions of this Grant Agreement or by reason of any third-party claim or suit arising out of or in connection with Grantee's performance or failure to perform pursuant to this Grant Agreement.

## **ARTICLE XII – COMPLIANCE WITH LAWS**

The Grantee shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements and any governmental authority relating to the project activities specified in this Grant Agreement. The Grantee shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, or sex in any manner prohibited by law, nor shall the Grantee engage in or permit sexual harassment of any person in any manner prohibited by law.

## **ARTICLE XIII – ANTI-TERRORISM**

U.S. Executive Orders and laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Grantee to ensure compliance with these Executive Orders and laws in its own activities.

## **ARTICLE IX – RECORDS AND AUDIT REQUIREMENTS**

The Grantee shall retain all financial records and other pertinent evidence pertaining to costs incurred and reimbursed hereunder for a period of three (3) years after the termination date. The Grantee agrees to give the NAS or its authorized representatives access to these records and other pertinent books, documents, papers or other records in order to conduct audits. Grant closeout does not alter these requirements.

## **ARTICLE X – SUB-GRANTING AND ASSIGNMENTS**

Grant Number: 200000xxxx  
Gulf Research Program

No portion of this grant may be sub-granted, assigned, or otherwise disposed of, unless specifically authorized in writing by the NAS.

#### **ARTICLE XI – GRANTEE REPRESENTATIONS**

Grantee represents and warrants that it has all the requisite power and authority to execute, deliver and perform this Grant Agreement and that this Grant Agreement has been duly and validly executed and delivered by each Party and constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with its Terms and Conditions.

#### **ARTICLE XVII NON-ENDORSEMENT**

It is expressly agreed and understood by the Parties hereto that this Grant Agreement shall not constitute an endorsement by NAS of any entity, organization, company or individual, nor the products, actions, behavior or conduct of any entity, organization, company or individual, and any negligent or intentional misrepresentation by Grantee to the contrary, in any context and in any forum, shall constitute a material breach of this Grant Agreement, and the same shall be grounds for immediate termination of this Grant Agreement by NAS .

#### **ARTICLE XVIII - DISPUTES**

The Parties shall attempt to resolve any disputes arising out of or related to this Grant Agreement by mutual agreement. The Parties agree that any disputes that are not so resolved shall first be subject to resolution by the President of the NAS.

#### **ARTICLE XXIX – ENTIRE AGREEMENT**

This Grant Agreement supersedes any prior oral or written understanding or communications between the Parties and constitutes the only agreement between the NAS and Grantee relating to the subject matter hereof, and no representations, promises, understandings or agreements, oral or otherwise, not herein will be of any force or effect.

The nature of this Grant Agreement is a funding agreement, and no employment, partnership, joint venture or agency relationship is created herewith.

#### **ARTICLE XV – JURISDICTION**

This Grant Agreement shall be interpreted according to the laws of the District of Columbia. The sole venue for any disputes shall be the District of Columbia.

**ACCEPTED FOR:**

(GRANTEE NAME)

Authorized Representative Signature

Name

Title

Date

SAMPLE

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Gulf Research Program