

NAS Grant Number: 20000xxxx

GRANT AGREEMENT

This Grant Agreement ("Grant") is entered into by and between the Gulf Research Program of the National Academy of Sciences, the Grantor (hereinafter referred to as "NAS") and _____ (hereinafter referred to as "Grantee") ("NAS" and "Grantee" may be referred to herein individually as "Party" or collectively as "Parties").

GRANT SUMMARY

NAS DETAILS

NAS Funding Opportunity:

NAS Program Officer:

Phone and Email:

NAS Financial Manager:

Phone and Email:

NAS Subaward Administrator:

Phone and Email:

NAS Authorized Signer:

Phone and Email:

GRANT DETAILS

Grantee Name:

Address:

Grantee Project Director:

Phone and Email:

Grantee Authorized Signer:

Phone and Email:

Title of Project:

Effective Date:

Expiration Date:

Grant Amount:

Section I

Attachment A

Attachment B

Grant Terms and Conditions

Grant Proposal

Reporting Timetable

SECTION 1.0 GRANT TERMS AND CONDITIONS

ARTICLE I – DEFINITIONS

“NAS” shall mean the National Academy of Sciences, Washington, DC, a private, Federally-chartered, tax-exempt organization.

“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 Grant Summary Page.

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

“NAS Financial Manager” shall mean the individual identified as such on the Grant Summary Page or his/her designated and authorized representative, and shall be the point of contact for any matters related to the Grant Terms and Conditions of this Grant Agreement.

“NAS Subaward Administrator” shall mean the individual identified as such on the Grant Summary Page or his/her designated and authorized representative, and shall be the point of contact for any matters related to the Grant Terms and Conditions of this Grant Agreement.

“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).

“UGOS Grants” The Understanding Gulf Ocean Systems (“UGOS”) are grants intended to support activities that are focused on improving the skill of sustained continuous operations forecasts, and associated physical understanding of ocean dynamics for the reduction of risks in offshore energy exploration and production in regains of the Gulf of Mexico where deep-water drilling and production occur and/or anticipated.

ARTICLE II – TERM OF GRANT AGREEMENT

- 1) Initial Period: This Grant Agreement is funded for the initial period (Year 1).
- 2) Subsequent Period Funding: Funding for additional subsequent periods shall be contingent upon receipt of the Annual Progress Report and NAS’ determination that satisfactory progress has been made toward completion of the work stated in the Grant Proposal, Attachment A.

In addition, Pursuant to Article VI – 3, a required mid-course review will take place upon submission of the project’s expanded Annual Program Report at mid-course of the project, and before the funds for the subsequent year can be sent to Grantee. This review will evaluate the project’s progress, how that progress aligns with the overall goals of the award, and areas where the project may need to be redirected or realigned.

- 3) Extensions: Any extension to the Expiration Date will be made by written modification to the Grant Agreement. Any work performed beyond the Expiration Date of Year 1 without written modification to the Grant Agreement will be at Grantee’s own risk.

Below are the proposed additional subsequent periods:

PERIOD	PERIOD FUNDING
Year 2, XX/XX/XXXX – XX/XX/XXXX	\$XXX
Year 3, XX/XX/XXXX – XX/XX/XXXX	\$XXX
Year 4, XX/XX/XXXX – XX/XX/XXXX	\$XXX
Year 5, XX/XX/XXXX – XX/XX/XXXX	\$XXX

If this Grant is funded for subsequent periods, unexpended funds from one period may be carried over to the next 12-month period.

At the Expiration of this Grant, Grantee shall return all unexpended funds to NAS within ninety (90) days of the Expiration Date, payable to:

National Academy of Sciences
NAS-NRC Programs, Attn: Gulf Research Program
P.O. Box 931003
Atlanta, GA 31193-1003

ARTICLE III – USE OF GRANT FUNDS

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

Expenditures under this Grant Agreement shall conform to 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

Funding in the amount of \$_____ is allocated to this Grant Agreement, as set out in the budget of the Grant Proposal, Attachment A. Upon execution of this Grant Agreement, Grantee will be paid Year 1 budget funds in the amount of \$_____ via ACH Payment.

Grantee may charge to the Grant only allowable costs resulting from obligations incurred during the term of this Grant Agreement. The percent of Grant funds that may be spent on Facilities & Administrative (“F&A”) costs shall not exceed Grantee’s Negotiated Indirect Cost Rate Agreement (“NICRA”) rates. Grantees without a NICRA rate shall not exceed the F&A rate stipulated in their Grant Proposal.

Funding for subsequent years will only be provided once Grantee has spent at least 75% of previous year’s funding and upon the NAS Program Officer’s approval of annual progress and financial reports. Grantee acknowledges that NAS and its representatives have made no actual or implied promise of funding except for the amounts currently obligated under this Grant Agreement.

ARTICLE V – PROJECT DIRECTOR

Grantee’s performance of the subject work under this Grant Agreement shall be under the technical direction of the individual identified as Grantee Project Director on the Grant Summary Page of this Grant Agreement. Grantee shall notify the NAS Program Officer in writing within thirty (30) days upon any change in the status of Grantee Project Director.

ARTICLE VI – REPORTING

Grantee shall provide the following reports in accordance with the Reporting Timetable provided in Attachment B:

1. **Annual Program Report:** Grantee shall submit an Annual Program Report describing accomplishments during the past year and anticipated work in the subsequent year, and a description of any problem encountered or anticipated that might affect the completion of the work described in Attachment A within the proposed time and fiscal constraints, together with recommended solutions to such problems (or statement that no problems exist). The report shall include a project progress schedule consisting of information depicting (a) a schedule of research activities and related current progress and (b) a percentage completion of the subject research.

*The Annual Program Report at mid-course of the project shall be an extended narrative report that addresses the technical and programmatic achievements of their project at the mid-course of the Grant. In evaluating the expanded Annual Program report at mid-course, the NAS Program Officer may consult with external technical experts and may request Grantee to update their project plans for the remaining duration of the Grant.

2. **Semi-annual Financial Report:** Grantee shall provide a semi-annual financial report to NAS to report on expenditures to date under the Grant.
3. **Final Report:** No later than sixty (60) days after the expiration of the Grant, Grantee shall submit a narrative and financial final report that addresses the original objectives of the project as identified in the application, describe any changes in objectives that were approved by the NAS Program Officer or the Financial Manager, describe the final project accomplishments, and include a final project accounting of all award funds.

All reports shall be submitted via the online grants management system:

<https://gulfresearchprogram.smapply.io/>. Grantee understands and agrees that NAS will make the Final Grant Report available to the public.

ARTICLE VII – INTEGRATION AND COLLABORATION

Grantee shall participate in the following activities:

1. **Quarterly:** Except for the quarter in which an annual conference, described in this Article VII, is hosted, Grantee shall participate in a quarterly tele- or video-conference organized by the NAS Program Officer to describe accomplishments during the past quarter and anticipated work in the succeeding quarter.
2. **Annually:** Grantee shall participate in an annual open conference organized by NAS to present their accomplishments during the past year and anticipated work in the succeeding year. Travel reimbursements for this annual conference will be provided by NAS with funds separate from this Grant Agreement.
3. Grantee shall collaborate with the NAS Program Officer including sharing of data, model outputs, software, and other information with Project Directors of other projects sponsored under the UGOS initiative and other relevant Gulf Research Program-sponsored research projects identified by the NAS Program Officer. All data and information produced under this Grant is subject to Article X of this Agreement.

ARTICLE VIII – PROGRAMMATIC GUIDANCE

- A. Performance of the work under this Grant shall be subject to the programmatic guidance of the NAS Program Officer to maintain programmatic liaison with Grantee as a component of the UGOS initiative. The term “Programmatic Guidance” includes:
 - 1. Guidance to Grantee which may redirect Grantee effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the goals stated in Attachment A.
 - 2. Provision of information to Grantee which assists in the interpretation of specifications or programmatic portions of the work described in Attachment A.
- B. Programmatic guidance must be within the general scope of work stated in Attachment A. The NAS Program Officer does not have the authority to and may not issue any programmatic guidance which (1) constitutes an assignment of additional work outside the general scope stated in Attachment A; (2) in any manner causes an increase or decrease in the total cost or time required for the Grant performance; or (3) changes any of the expressed terms, conditions, or specifications of the Grant.
- C. Programmatic guidance shall be developed through collaborative discussion between Grantee and the NAS Program Officer. Any changes emerged in collaborative discussions must be stated in writing.
- D. Grantee shall proceed promptly with the performance of programmatic guidance duly issued by the NAS Program Officer.
- E. The failure of the Parties to agree upon the nature of the programmatic guidance or upon Grantee action to be taken with respect thereto shall be subject to the Article XXI of this Agreement.

ARTICLE IX – EQUIPMENT

NAS reserves the right to require equipment (including title) purchased under this Grant to be transferred to an eligible third party named by the NAS Program Officer. Although it is seldom necessary to do so, this right may be invoked, for example, in cases where a Grant is transferring to a new organization, NAS shall transfer the equipment to the new Grantee.

ARTICLE X – 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 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 hard copy and an electronic copy of each such copyrighted work to NAS. NAS encourages 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), 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 Agreement, 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 Grantee during the term of this Grant Agreement so as to encourage the maximum participation in the program. 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 NAS shall not have the right to commercialize its rights outside the Gulf Research Program.

ARTICLE XI – ACKNOWLEDGEMENT

All Grantee publications, including research publications, press releases, and other publications or documents about research that is funded by this Grant 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 Grant Number: 200000xxxx

Program of the National Academies of Sciences, Engineering, and Medicine 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 Academies of Sciences, Engineering, and Medicine."

ARTICLE XII – PROTECTION OF HUMAN SUBJECTS AND USE OF LABORATORY ANIMALS

If the project involves research on human subjects, 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 XIII – TERMINATION

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

1. If Grantee materially fails to comply with the terms and conditions of this Grant Agreement, or
2. Either party may terminate this Grant Agreement in whole or in part without cause upon thirty (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 terminated pursuant to Paragraph 1 of this Article XIII, Grantee shall refund to NAS, effective as of the termination date, any unexpended funds and any funds deemed non-allowable according to 2 CFR 200 and not consistent with grant objectives stated in the Grant Proposal.

In the event that this Grant Agreement is terminated pursuant to Paragraph 2 of this Article XIII, Grantee shall refund all unexpended funds, provided that Grantee may retain funds in the amount of non-cancelable obligations incurred prior to the date of notice of termination and use such funds to satisfy such obligations.

ARTICLE XIV – LIMITATION OF LIABILITY

Grantee agrees to assume the sole responsibility for the research, including taking any necessary precautions for the protection of persons and property. NAS and its officers, directors, employees

and agents shall not be responsible for any claims, damages, or liability arising out of 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 this Grant Agreement. To the extent not prohibited under the state and local laws which govern 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 XV – COMPLIANCE WITH LAWS

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. 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 Grantee engage in or permit sexual harassment of any person in any manner prohibited by law.

ARTICLE XVI – 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 Grantee to ensure compliance with these Executive Orders and laws in its own activities.

ARTICLE XVII – RECORDS AND AUDIT REQUIREMENTS

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 Expiration date. Grantee agrees to give 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 XVIII – SUB-GRANTING AND ASSIGNMENTS

No portion of this Grant may be sub-granted, assigned, or otherwise disposed of, unless specified in Attachment A, or specifically authorized in writing by NAS.

Grant Number: 200000xxxx

Page 10 of 15

In the event Grantee subcontracts, subaward or assigns any or all of the performance of this Grant, Grantee remains responsible for the complete and full performance of all the work, duties, covenants, and obligations of Grantee under this Grant. Grantee will enter into no subcontract, subaward or assignment which is inconsistent with its obligations under this Grant. NAS' consent to any subaward, subcontract or assignment will not be deemed a waiver of its rights under this Grant, nor shall it create any privity of agreement between NAS and any lower-tiered or assignee.

Grantee shall be responsible for their Subgrantees' research, spending, and reporting actions, which must conform to all terms and conditions of this Grant. Examples of Grantee responsibilities for Subgrantees include:

- Addressing budget issues such as budget modifications or finding solutions if the Subgrantee needs more funding to carry out its part of the project.
- Answering questions from the Subgrantee regarding research on human subjects or animals, and ensure that any required review and approval from the institutional review board has taken place.
- Addressing possible conflicts of interest the Subgrantee may have, and raising those issues to NAS.
- Resolving performance issues with the Subgrantee.

ARTICLE XIX – 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 XX 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 XXI- DISPUTES

Both Parties agree to enter into negotiation to resolve any dispute. Both Parties agree to negotiate in good faith to reach a mutually agreeable settlement within a reasonable amount of time. If negotiations are not successful, NAS and Grantee agree to enter into binding arbitration. The American Arbitration Association (AAA) Commercial Arbitration Rules (most recent edition) would govern this Arbitration. The Arbitrator will follow the applicable agreement provisions and District of Columbia law in adjudicating the dispute. It is agreed by both Parties that the Arbitrator's decision is final, and that neither Party may take any action, judicial or administrative, to overturn this decision. The judgment rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

ARTICLE XXII – ENTIRE AGREEMENT

This Grant Agreement supersedes any prior oral or written understanding or communications between the Parties and constitutes the only agreement between 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.

ACCEPTED FOR:

GRANTEE NAME

Name

Title

Date

NATIONAL ACADEMY OF SCIENCES

Name

Title

Date

SAMPLE

ATTACHMENT A
GRANT PROPOSAL

SAMPLE

ATTACHMENT B

REPORTING TIMETABLE

SAMPLE