

GULF RESEARCH PROGRAM

Public

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 E-mail:

NAS Senior Financial and
Administrative Officer

Phone and Email:

GRANT DETAILS

Grantee Name:

Address:

Grantee Project Director:

Grantee Authorized Signer:

Title of Project:

Effective Date:

Expiration Date:

Grant Amount:

Section I

Grant Terms and Conditions

Attachment A

Grant Proposal

Grant Number: 200000xxxx

Page 2 of 10

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, 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 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 Senior Financial & Administrative Officer” 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).

ARTICLE II – TERM OF GRANT AGREEMENT

The Term of this Grant Agreement is from the Effective Date to the Expiration 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. If this grant is renewed, unexpended funds may be carried over to the next 12-month period.

ARTICLE III – USE OF GRANT FUNDS

Grantee shall use the funds solely for the purposes described in the 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 NAS of any proposed material modifications to the Grant Proposal and any material

modifications must be approved in advance in writing by the NAS Senior Financial & Administrative Officer.

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 budget of the Grant Proposal, Attachment A, and will be paid at the beginning of the Grant Term in accordance with the payment information provided by Grantee in the ACH Form (Attachment B). 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 Grantee's federally negotiated rate for overhead costs. If Grantee does not have a federally negotiated rate for overhead, no more than 20% of the Grant funds may be spent on overhead.

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. 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

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 report any change to the Grantee Project Director in writing to the NAS Program Officer.

ARTICLE VI – REPORTING

Grantee shall provide a semi-annual financial report to the NAS Senior Financial and Administrative 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, Grantee shall provide an annual written report to 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. Sixty days after the end of Term of this Grant Agreement, Grantee shall provide a final financial report which shall inform NAS on all grant expenditures under the grant.

Within one year after the termination of the Grant, Grantee shall notify 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.

Consistent with Article VII below, the Grantee understands and agrees that NAS will make the Final Grant Report available to the public.

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 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, 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 VIII – 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 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 IX – 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 X – 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. 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 terminated pursuant to Paragraph 1 of this Article X, Grantee shall refund the entire amount of the Grant to NAS. In the event that this Grant Agreement is terminated pursuant to Paragraph 2 of this Article X, 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 XI – 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 the Grant Agreement.

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

ARTICLE XIV – 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 termination 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 XV – SUB-GRANTING AND ASSIGNMENTS

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

ARTICLE XVI – 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 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 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)

Authorized Representative Signature

Name

Title

Date

ATTACHMENT A
GRANT PROPOSAL