

PEST MANAGEMENT RESEARCH GRANT PROGRAM

PART 1 | 2017-18 SOLICITATION

PEST MANAGEMENT RESEARCH GRANT PROGRAM

The Department of Pesticide Regulation (DPR) established its Pest Management Research Grant Program to develop practices that reduce the use of and risk from pesticides that are of human health or environmental concern in California.¹

Voluntary adoption of these practices, through use of integrated pest management² (IPM) systems, reduces use of high-risk pesticides and reliance on regulations to minimize risks associated with these pesticides. Effective California IPM systems developed with the aid of a research grant may be promoted in the future through DPR's Pest Management [Alliance Grants Program](#),³ which emphasizes outreach and implementation.

SCOPE OF PROSPECTIVE RESEARCH PROJECTS

Projects must address issues pertinent to agricultural field fumigant or other high-risk pesticide use in California and all field work must be conducted in California, or under California-like conditions. Projects must contribute to a California IPM system for prevention and management of pests by addressing at least one of the following:

- Decision-making for pest management
- Enhanced integration of pest management practices
- Improvement of application technologies⁴
- Increased cost effectiveness of reduced-risk practices
- Modeling or meta-analyses to answer important questions related to agricultural field fumigants and IPM adoption

NOTE: Potential applicants who are unable to comply with all the terms and conditions specified below should refrain from submitting proposals.

2017-2018 FUNDING PRIORITY:

This year, the Pest Management Research Grant Program will allocate \$500,000 to fund projects that develop effective alternatives to agricultural fumigants as well as projects that develop IPM to reduce risks associated with high-risk pesticides. Contingent on available funding, the total will be augmented to \$1,100,000.

IMPORTANT DATES

Phase I, Concepts	Sep 6, 2016	Release grant solicitation
	Sep 13, 2016	Conference call for questions about the Research Grant Program and Solicitation (See Conference Calls and Webinar)
	Sep 15, 2016	Webinar for instructions and questions regarding the FFAST Application Submittal Tool (See Conference Calls and Webinar)
	Sep 30, 2016	Concepts due by 5:00 p.m.
Phase II, Proposals	Oct 20, 2016	Notice of invitation to submit proposals
	Dec 14, 2016	Proposals due by 5:00 p.m.
	Mar 20, 2017	Grants awarded
Project	Jul 1, 2017	Project start date
	Jan 31, 2020	All sub-contract work must be completed
	Mar 31, 2020	All work must be completed
	May 1, 2020	Final invoices due

¹ "Human health or environmental concern" is intentionally open-ended to allow groups to make their own case for project need and impact. DPR does not maintain a comprehensive list of pesticides of human health or environmental concern.

² University of California Statewide IPM Program definition of IPM: Integrated pest management (IPM) is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-target organisms, and the environment.

³ <http://www.cdpr.ca.gov/docs/pestmgt/grants/alliance/index.htm>

⁴ Projects should clearly demonstrate how an application technology improvement will benefit an **IPM system**. Projects that improve application technologies solely to mitigate risks of conventional systems are unlikely to be selected for funding.

GRANT SUBMISSION PHASES

Phase I, Concepts: A concept is a concise description of the project's goals and objectives, project team, and the scientific merit of the methodology.

Phase II, Proposals: *Proposals are by invitation only.* A proposal is an expansion of the concept and should provide straightforward descriptions of the proposed project and the IPM issues it will address, including a detailed scope of work, commitments from team members, and a budget justification.

FUNDING

On July 1, 2017 (upon approval of California's 2017-18 state budget), a total of \$500,000 will be available for research grants to fund projects that develop effective alternatives to agricultural fumigants as well as projects that develop IPM to reduce risks from high risk pesticides. Contingent on available funding, the total will be augmented to \$1,100,000. DPR will consider proposals requesting \$50,000 to \$500,000. DPR expects to fund two to six projects.

TIMELINE

Projects may not begin before July 1, 2017. The grant agreement must be fully executed before any work begins. Execution is contingent on approval of California's 2017-2018 state budget. All project work must be completed by March 31, 2020. Sub-contract work must be completed by January 31, 2020. The final invoice is due by May 1, 2020. Extensions of any kind are not permissible under this program.

ELIGIBILITY

Government and tribal agencies, universities, colleges, consultants, pest control businesses, commodity groups, marketing orders, and nonprofit organizations that have experience performing research are eligible. DPR employees are not eligible to receive funds. Principal investigators cannot have outstanding fines or penalties with DPR or the County Agricultural Commissioners.

Members of DPR's Pest Management Advisory Committee (PMAC) are eligible but:

- must recuse themselves entirely from the grant review and selection process and may not score, discuss, or vote on any proposed grant project in the grant cycle if during that grant cycle, they: (a) are on the management team or are a principal investigator for a proposed grant project; or (b) have an immediate family member that is on the management team or is a principal investigator for a proposed grant project.
- must recuse themselves from scoring, discussing, or voting on the proposed grant project for which they are associated if they participate as consultants, advisors, or in any other capacity (other than as a management team member or a principal investigator) for a proposed grant project. They are not precluded from scoring, discussing, or voting on proposed grant projects for which they are not involved.

REQUIRED REPORTS AND MEETINGS

- **Reports**
 - **Semi-annual Progress Reports:** Concise semi-annual reports include brief summaries of project activities, completed milestones, and unexpected problems or special situations. They are due every six months after the grant agreement is executed.
 - **Annual Reports:** Annual reports include results to date, problems encountered, milestones achieved, and plans for the following year. They are due every 12 months after the grant agreement is executed.
 - **Final Report:** The final report describes how project goals and objectives have been fulfilled, summarizes and evaluates project activities and accomplishments, and includes recommendations for outreach and/or future research. A draft of the final report is due by March

15, 2020, with the final version incorporating suggested edits due no later than March 31, 2020. The final report may be submitted in the form of a publishable paper, with supplemental appendices as needed.

- **Meetings**

- **Initial Project Meeting:** First meeting of the project team, to be held within 30 days after the agreement is executed. The Grant Manager(s), Principal Investigator(s), and all research team members will meet for the first time. This meeting will be a time to go over team member roles, timeline, and deliverables, as well as to discuss any questions regarding project objectives and tasks. A short administrative briefing will precede the project meeting. Administrative staff need to attend.
- **Bi-annual Project Update Meetings:** Project update meetings will occur at least every six months, in person or by conference call, as requested by Grant Manager(s) or designated representatives. The grantee must notify the Grant Manager(s) and research team members of meeting dates and locations at least two weeks in advance. If requested by Grant Manager(s), meetings should occasionally include representation by the intended end-users of the research results (e.g., growers, marketing boards) for feedback and insights to improve effectiveness and usefulness of the results. Grant Manager(s) may require additional meetings as needed.
- **DPR Presentation:** The Principal Investigator(s) will make a summary presentation at DPR headquarters during the grant's final year. The presentation will provide information about project goals, objectives, and results.

FAAST

ONLINE CONCEPT & PROPOSAL SUBMISSION TOOL

DPR contracted with the State Water Resource Control Board (SWRCB) to host the concept and proposal submission process through their Web-based Financial Assistance Application Submittal Tool (FAAST). In order to submit a concept or proposal, the applicant must first register with FAAST. The applicant will then be able to log on to their account to enter, save, edit, and submit their responses.

The FAAST site contains a series of tabs (General Information, Project Budget, Funding, Cooperating Entities, Questionnaire, and Attachments), each with an associated list of questions and response boxes. Please read the instructions below carefully to determine how each question should be answered. Some questions that appear on the FAAST site are specific to the SWRCB and do not require a response for this grant.

NOTE: For those who copy and paste from word processor documents (such as Microsoft Word), please be aware that text from word processors may include hidden formatting code (characters) which count towards the maximum allowed characters in a FAAST text box. In addition, FAAST may change word processor characters into unexpected symbols such as upside-down question marks (¿). To avoid these issues, first copy the text into a text editor such as Notepad.

FAAST can be accessed at: <https://faast.waterboards.ca.gov/>. Use the Internet Explorer ("IE") browser for best results. **FAAST is not available on the first weekend of every month (6:00 a.m. Saturday through 8:00 a.m. Monday) due to system maintenance.** See [Questions and Answers](#) for information on where to get help with the solicitation or FAAST tool.

PHASE I, CONCEPT

CONCEPT QUESTIONS GUIDE FOR FFAST

Log into FFAST, click on Start a New Application and choose the RFP: 2017/18 Pest Management Research Grant Program.

Under the Status Tab, it should state Phase I. The instructions below are organized to follow the structure of the FFAST system.

General Information Tab

- Confirm that any pre-populated information is correct. (Applicant/Survey Taker, Applicant Organization, Applicant Division, Submitting Organization, Submitting Division, etc.)
- **Project Title:** Enter a concise, descriptive title for the project. (125 character maximum.)
- **Project Description:** Enter a short descriptive summary of the project. (1000 character maximum.)
- **Project Location**
 - **Latitude:** Leave blank.
 - **Longitude:** Leave blank.
 - **Watershed:** Leave blank.
 - **County:** Select the primary county where the research will take place. If more than one county or all counties, select “Multiple counties” or “Statewide.”
 - **Responsible Regional Water Board:** Select “Statewide.”

Project Budget Tab

- **Funds Requested (\$):** Enter the total dollar amount requested.
- **Local Cost Match (\$):** Leave blank. Cost match is not allowed. Projects must be stand-alone.⁵
- **Total Budget (\$):** Re-enter the value from the “Funds Requested” box.
- **Applicant Federal Tax ID:** Required for grant submission.
- **DUNS Number:** Optional. (Not required for Concept submission.)

Funding Tab

- Confirm that you wish to apply for this grant by clicking the “Apply?” box next to the Pest Management Research Grant Program description.

Questionnaire Tab

1. Project Overview

- 1.1. **Abstract:** Provide an abstract of the proposed project. Include the pesticide-related problems that the project is addressing and how the project outcomes may contribute to an IPM-based solution. Include the goals and objectives. (4000 characters maximum.)

2. Project Summary

- 2.1. **Tasks:** Briefly outline the key tasks (activities) of the project. (2000 characters maximum.)
- 2.2. **Timeline:** Provide a timeline for completion of tasks. Assume a start date no earlier than July 1, 2017, and an end date no later than March 31, 2020, when all work must be completed. (Billable work performed under subcontract must be completed by January 31, 2020.) (2000 characters maximum.)

⁵ **Cost Match:** It is permissible for the proposed project to be a component of a larger project funded by multiple sources, but the proposed project cannot be dependent on other funding sources for completion of any task or deliverable included in this concept or proposal. A proposed project must be complete with its own goals, outcomes, and deliverables, all of which must be completed entirely using the requested dollar amount. The DPR-funded portion of any larger project must be “stand-alone”: If all aspects of the larger research endeavor were taken away, the DPR-funded project must still be able to achieve all objectives and deliverables. In-kind or matching contributions of effort, equipment, or materials by team members are allowed, however (See [In-Kind Funds](#)).

- 2.3. **California Stakeholders:** A stakeholder can be defined as an individual, group, or environmental entity with an interest, concern, or connection to the pesticide-related problems or the IPM-based solutions that the project plans to address. Who are the project's primary stakeholders in California, and why would they be interested in the project's outcome? (2000 characters maximum.)
3. **Project Design and Analysis**
- 3.1. **Design and Analysis:** Briefly discuss the experimental design(s) or analytical study(s) the project intends to conduct, including hypotheses, experimental unit, treatments, number of replications, randomization, measurements, statistical analyses, and/or modeling approaches as applicable. (2000 characters maximum.)
4. **Principal Investigators and Team**
- 4.1. **Project Team:** List the principal investigator(s) and all staff (personnel and contractors) involved in the research. Include their affiliations, expertise, and role in the project. If a position has not been filled yet, list the position title and role. (2000 characters maximum.)
- 4.2. **Résumés:** Combine résumés of the principal investigator(s) and any key team members involved in the research into a single PDF document. While there is no page limit for the PDF of the combined résumés, please limit the length of each individual résumé to two pages or less. Résumés should focus on the skills, publications, and work relevant to the project. See instructions under the [Attachments Tab](#) section for directions on how to upload your attachment to the FAAST system.
5. **Additional Information**
- 5.1. **Notification:** Invitations to submit full proposals will be sent via letter and email to the organization address associated with the applicant's FAAST account. If you would prefer the letter to be sent to a different mailing address, enter it here. Additional email addresses to receive notifications of invitation may also be added here. (2000 characters maximum.)

Attachments Tab

- **Résumés:** Under the Attachment Category drop down menu, select "Résumés."
 - Use the Browse button to navigate to your saved PDF document completed in Question 3.2 containing the résumés of the principal investigator(s) and any key team members involved in the research.
 - Enter "Résumés" as the Attachment Title.
 - Click "Attach Selected File."

Status Tab

- The Status Tab allows the user to view the progress and status of the application. This tab is for viewing only.

UPON COMPLETION OF CONCEPT QUESTIONS, CONTINUE TO THE [SUBMISSION OF CONCEPTS AND PROPOSALS](#) SECTION FOR DETAILED INSTRUCTIONS ON THE SUBMISSION PROCESS.

PHASE II, PROPOSAL

Proposals are by DPR invitation only. Uninvited proposals will not be accepted into the FAAST system and will not be reviewed.

PROPOSAL QUESTIONS GUIDE FOR FAAST

Log into FAAST, click on Active Applications and choose your project title under the RFP: 2017/18 Pest Management Research Grant Program. Under the Status Tab, it should state Phase II.

The General Information Tab, Project Budget Tab, Funding Tab, and Cooperating Entities Tab were completed during Phase I, but may be edited if needed. Please enter the information requested in the new Phase II Questionnaire Tab and Attachments Tab.

Questionnaire Tab

1. Project Background

- 1.1. **Pesticides and Pests:** List the high-risk pesticide product names or active ingredients that the project will address. Identify the key pests that these pesticides target. (If too numerous to list in the space provided, please list important examples.) (2000 characters maximum.)
- 1.2. **Risk:** Describe why the pesticides listed in question 1.1 are considered high-risk. (Examples: Risks to the quality of ground water, soil, surface water, or air; risks to the safety or health of workers, the general public, wildlife, or endangered species; drift, runoff, or leaching; and contributions to atmospheric volatile organic compounds [VOCs]) (1500 characters maximum.)
- 1.3. **IPM Solution:** Describe how the project may contribute to an IPM solution and reduce use of and risk from agricultural field fumigants (or other high-risk pesticides). (Examples: Does it develop a component of an IPM system that could serve as a feasible alternative to conventional pest control practices? Does it analyze data to answer important questions that could assist in promoting the adoption of IPM?) (2000 characters maximum.)
- 1.4. **Economic considerations:** For a pest management practice to be voluntarily adopted, it needs to be economically feasible as well as effective at controlling the pest(s). An estimate of the cost of materials and labor can be useful in promoting adoption of an effective practice. Will the project be able to collect cost information of the IPM practices it explores? If the question is not applicable to project, explain why. (2000 characters maximum.)
- 1.5. **Related Research:** Describe any related research or preliminary data that supports the value of the proposed project. (4000 characters maximum.)

2. **Project Design and Analysis:** If a question is not applicable to the project, please explain why. Applicants will not be penalized if a question is not applicable to their project if they respond with a satisfactory explanation. For example: Observational studies such as meta-analysis or certain types of models may be computer-based analyses of existing data and therefore do not need a traditional experimental field or laboratory design. See [Experimental Design Example](#) for an example of a sketch and answers to questions regarding the design of a field experiment.

- 2.1. **Hypotheses:** Describe all hypotheses to be tested by the project. (1000 characters maximum.)
- 2.2. **Study Method:** Identify the basic method(s) that will be used to test the hypotheses listed in question 3.1. If none of the options apply to the project, check "Other" and explain why in the optional text box. (1000 characters maximum.)
 - **Field experiment:** Statistical inference from scientific method applied in the field (controlled setting).

- **Laboratory/greenhouse experiment:** Statistical inference from scientific method applied in the laboratory or greenhouse (controlled setting).
- **Observational study:** Statistical analysis of existing data or measured variables under existing conditions (research without manipulation of setting).

Check all applicable methods (multiple boxes may be checked).

Field experiment Laboratory/greenhouse experiment Observational study Other

2.3. Experimental design: Experimental design refers to the organization of the experiment: the types and amount of collected data, the method of assigning treatments, the layout of the treatments, and so forth. (For example, a field study may implement a randomized complete block design, split plot design, or some other experimental design, while observational studies may not have an experimental design given the inability to change existing conditions.)

- If applicable, briefly summarize the basic experimental design and assignment of treatments that the project expects to follow. Include details about what the experimental units are, what treatments will be applied, what treatment serves as a control(s), the level of replication, what measurements will be taken, and the statistical analysis likely to be applied. Neglecting these details is likely to lead to a lower score on review. If the question is not applicable to the project, explain why. (2000 characters maximum.)

2.4. Observational study design: Observational study design refers to the organization and analysis of observational data. (For example, meta-analyses, modeling existing data, survey, descriptive, case study, ecoinformatics, or others. Laboratory or field experimental studies may or may not have an observational study design component.)

- If applicable, briefly describe the basic observational study design that the project expects to follow. To the extent applicable, include all the elements of an experimental design listed in 2.3. If the question is not applicable to the project, explain why. (2000 characters maximum.)

2.5. Optional Project Design Diagram: An optional diagram of the layout of the experimental or analytical design (see [Experimental Design Example](#)) may be saved as a one page PDF document called “Project Design Diagram.” There is no specified format or criteria for the diagram beyond that it should be a graphical visualization that can assist reviewers in better understanding the design of your project and can be saved as a one-page PDF. See instructions under the [Attachments Tab](#) section for directions on how to upload your attachment to the FAAST system.

3. Proposal Package

3.1. Scope of Work and Budget: **All applicants** must download the “Proposal Package” document located at the [DPR website](#)⁶. The Proposal Package is the standard proposal template agreed to by UC, CSUS and DGS for all contracts and grants entered into by these institutions. DPR’s Grants Programs require non-UC and CSUS organizations to comply with this format. **There are minor differences in DPRs version however.** *The Scope of Work (Exhibit A) is partially filled in with administrative tasks common to all DPR grants. The rest of the Scope of Work should be in the given format.* Some applicants may wish to download the “Composite Budget Template” to fill in budget details for copying and pasting into Exhibit B of the “Proposal Package”. See instructions under the [Attachments Tab](#) section for directions on how to upload your attachment to the FAAST system.

4. References

4.1. References: Compile a list of any references cited into a single PDF document. See instructions under the [Attachments Tab](#) section for directions on how to upload your attachment to the FAAST system.

⁶ <http://www.cdpr.ca.gov/docs/pestmgt/grants/research/solicitation.htm>

5. Additional Information

5.1. Resubmission: Using the drop-down menu, indicate if this project idea has been submitted for funding under the CDPR Research Grant Program before. If it has, use the text box to indicate what year the project idea was previously submitted and briefly discuss how reviewer's previous concerns (as stated in the past notification letter) were addressed in this current submission. (2000 characters maximum.)

No, this project idea is not a resubmission Yes, this project idea is a resubmission

5.2. Notification: Applicants whose projects were chosen for funding will be sent a letter and an email to the mailing address and email associated with the applicant's FFAST account. If you would prefer the letter to be sent to a different mailing address, enter it here. Additional email addresses to receive notifications of award may also be added here. (1000 characters maximum.)

5.3. Media Contact: The media contact is the organization's contact person for media inquiries. If the organization does not have an official media contact, the principal investigator may be designated. Enter the name and contact information for the media contact in the text box below. (500 characters maximum.)

5.4. Optional Additional Relevant Information: We understand that some applicants may feel that their projects cannot be adequately described solely by answering the questions in this application. You may submit a one page (maximum) document of any information (For example, text, graphs, photos, updates to project team members, or anything else) not covered in the previous questions that you think are important for the reviewers to know. Save your one page document as a PDF document entitled "Additional Relevant Information." See instructions under the [Attachments Tab](#) section for directions on how to upload your attachment to the FFAST system.

5.5. Letters of Support: Combine letters of support and commitment from any co-principal investigators, other key research personnel, or relevant stakeholders, into a single PDF document. Save your document as a PDF entitled "Letters of Support." See instructions under the [Attachments Tab](#) section for directions on how to upload your attachment to the FFAST system.

Attachments Tab

- **Proposal Package** Under the Attachment Category drop down menu, select "Proposal Package".
 - Use the Browse button to navigate to your saved Proposal Package that you downloaded from the DPR website and completed in Question 3.1.
 - Enter "Proposal Package" as the Attachment Title.
 - Click "Attach Selected File."
- **Optional Project Design Diagram:** Under the Attachment Category drop down menu, select "Project Design Diagram."
 - Use the Browse button to navigate to your saved PDF document completed in Question 2.5 containing a diagram of the layout of the experimental or analytical design.
 - Enter "Project Design Diagram" as the Attachment Title.
 - Click "Attach Selected File."
- **References:** Under the Attachment Category drop down menu, select "References."
 - Use the Browse button to navigate to your saved PDF document completed in Question 5.1 containing a reference list of any citations in the proposal.
 - Enter "References" as the Attachment Title.
 - Click "Attach Selected File."

- **Optional Additional Relevant Information:** Under the Attachment Category drop down menu, select “Additional Information.”
 - Use the Browse button to navigate to your saved PDF document completed in Question 6.5 containing any important information not covered in previous questions.
 - Enter “Additional Relevant Information” as the Attachment Title.
 - Click “Attach Selected File.”
- **Letters of Support:** Under the Attachment Category drop down menu, select “Letters of Support.”
 - Use the Browse button to navigate to your saved PDF document completed in Question 6.6 containing a reference list of any citations in the proposal.
 - Enter “Letters of Support” as the Attachment Title.
 - Click “Attach Selected File.”

Status Tab

- The Status Tab allows the user to view the progress and status of the application. This tab is for viewing only.

SUBMISSION OF CONCEPTS OR PROPOSALS

Preview and Submit

- To preview your application, click a “Preview/Submit” button (a “Preview/Submit” button is available on all tabs except for the Status Tab).
- To print your application, use the print function on your web browser to print the preview.
- The “Back to Application/Survey” button will allow you to exit the preview without submitting.
- The “Application/Survey Completion Check” button will check that all required fields have been answered. *NOTE: The Application/Survey completion check will not check for any unanswered questions in the Questionnaire Tab.*
- Once the Application is complete, the “Certification and Submission Statement” will appear. By initializing the certification statement, you are verifying under penalty of perjury that the following statements are true:
 - The information entered on the behalf of the Applicant Organization is true and complete to the best of your knowledge.
 - You are an employee or a consultant for the Applicant Organization and are authorized to submit the application on behalf of the Applicant Organization.
 - You understand that any false, incomplete, or incorrect statements made may result in the disqualification of this application.
- To submit the Application, read the “Certification and Submission Statement,” verify that the certification requirements are met by entering your initials, and click the “Submit Application/Survey” button.

SELECTION PROCESS

The questions and guidelines for reviewers are included here to assist the applicant in understanding the selection process. Applicants are encouraged to use these review questions as a checklist to ensure that they have been addressed in their application.

Concept Review

DPR staff will review all concepts to determine which applicants will be invited to submit a full proposal. Feedback will be included in a letter mailed to the applicant. There is not an official scoring point system at the concept level. In general, concepts will be reviewed for strengths and weaknesses in the following areas:

1. OVERVIEW: (a) Does the proposed project fulfill a need and will it provide significant benefits? (b) Are the risks from pesticide use clearly described, and is the project likely to contribute to an IPM-based

solution to pesticide related risks? (c) Are the overall goals and objectives for the project clearly stated, important, and reasonably achievable within the grant period? (d) Does the project address the 2017/18 DPR priority area: exploring IPM solutions to pesticide-related risks associated with agricultural field fumigants for soil pests in California; or exploring solutions to risks associated with other high-risk pesticides?

2. **SCOPE OF WORK:** The project's methodology should have scientific merit and the timeline should be feasible. (a) Are hypotheses clearly stated and can they be reasonably tested within the grant period? (b) Do the experimental designs, analytical studies, statistical analyses, and modeling approaches appear adequate to test the hypotheses? (c) Is the timeline reasonable to complete the key activities and achieve the project's objective
3. **PRINCIPAL INVESTIGATOR(S) AND TEAM:** The expertise level of the principal investigator(s) and key research personnel should be appropriate for the successful completion of the project. (a) Do the principal investigator(s) and key research team members have the background and technical experience to complete the project?

Proposal Review

Proposals will be reviewed by the PMAC and DPR staff. The PMAC reviewers are from diverse affiliations with expertise in pest management. PMAC's role, as specified in law and regulations, is to review proposals for pest management research and recommend to DPR's director which proposals should be funded. The director then makes the final decision.

Below is the point system that all reviewers will be asked to use to initially score each project. Proposal reviewers will have access to both the concept and the proposal submissions during their review. Each section is assigned a maximum number of points that can be received. The total points a project can receive is 100. The scores are then ranked and used by reviewers as the basis for discussing the merits of applications during a review meeting where the final recommendations are determined.

1. **OVERVIEW:** The reviewer's overall assessment of the project. Consider the following:
 - 1.1. Is the project needed and will it provide significant benefits to California stakeholders? Are the risks from pesticide use clearly described, and is the project likely to contribute to an IPM-based solution to pesticide related risks?
 - 1.1.1. Maximum of **20 points**, with 1 = poor and 20 = excellent.
 - 1.2. Are the overall goals and objectives for the project clearly stated, important, and reasonably achievable within the grant period?
 - 1.2.1. Maximum of **10 points**, with 1 = poor and 10 = excellent.
2. **SCOPE OF WORK:** The scientific merit of project's methodology and the feasibility of the timeline. Consider the following:
 - 2.1. Are hypotheses clearly stated and can they be reasonably tested within the grant period?
 - 2.1.1. Maximum of **10 points**, with 1 = poor and 10 = excellent.
 - 2.2. Are the data collection, experimental or analytical design, statistical analyses, and/or modeling approaches appropriate to investigate the research topic? If not applicable to their project, is their explanation reasonable?
 - 2.2.1. Maximum of **15 points**, with 1 = poor and 15 = excellent.
 - 2.3. Are the tasks adequately described? Will the tasks achieve the project objectives?

- 2.3.1. Maximum of **5 points**, with 1 = poor and 5 = excellent.
 - 2.4. Does the task timeline outline reasonable dates for the commencement and completion of each task, objective, and deliverable?
 - 2.4.1. Maximum of **5 points**, with 1 = poor and 5 = excellent.
3. ECONOMIC CONSIDERATIONS: For a pest management practice to be voluntarily adopted on a wide scale, it needs to be economically feasible as well as effective at controlling the pest(s). Consider the following:
 - 3.1. Does the project plan to collect cost information of the IPM practices it explores? Alternatively, do they explain why they will not be collecting economic information and is their reason valid?
 - 3.1.1. Maximum of **5 points**, with 1 = poor and 5 = excellent.
4. PRINCIPAL INVESTIGATOR(S) AND TEAM: The expertise level of the principal investigator(s) and key research team members to complete the project successfully. Consider the following:
 - 4.1. Do the principal investigator(s) and key research team members have the background, technical experience, and commitment to complete the project?
 - 4.1.1. Maximum of **10 points**, with 1 = poor and 10 = excellent.
5. BUDGET: The likelihood that the budget will allow completion of the project and that the project's value is commensurate with the amount of funds requested. Consider the following:
 - 5.1. Is the Composite Budget reasonable to complete the project?
 - 5.1.1. Maximum of **10 points**, with 1 = poor and 10 = excellent.
 - 5.2. Do the answers to the budget narrative questions (personnel, supplies, travel, equipment, academic remissions, and contracts) appropriately justify project expenses?
 - 5.2.1. Maximum of **10 points**, with 1 = poor and 10 = excellent.

QUESTIONS & ANSWERS

Pest Management Research Grant Questions: Please see the [Questions and answers](#)⁷ document for answers to frequently asked questions.

Or contact Doug Downie at Douglas.Downie@cdpr.ca.gov or (916) 445-0430.

FAAST Submission Tool Questions: Please see the FAQ link and User Manual link available at the [FAAST](#)⁸ website. The FAAST Help Desk can be reached at faast_admin@waterboards.ca.gov or (866) 434-1083. It is open 8:00 a.m.–5:00 p.m. Monday through Friday.

Research Grant: Conference call for general questions about the Research Grant Program and Solicitation.

Time: Thursday, September 13, 10:00 a.m.

Phone: 1-877-820-7831

Passcode: 357242

Webinar and Conference Calls (Voluntary)

FAAST: Webinar for instructions on how to submit applications using the FAAST application submittal tool

Time: Tuesday, September 15, 10:00 a.m.

To join online meeting:

1. Go to Webinar: [CDPR FAAST Training](#)⁹
2. Enter your name and email address.
3. Click "Join meeting".

To join the teleconference only:

1. Call-in toll-free number: 1-877-820-7831 (US)
2. Attendee access code: 845211

FEEDBACK

We continue to strive to create a Pest Management Grants Program application and review process that is straightforward and easy to use. Your input is valuable in letting us know what we are doing right and where we may be able to improve. We appreciate your constructive feedback in the form of comments and suggestions regarding our Pest Management Grants Program and application process. Anonymous feedback can be submitted at the [Pest Management Grants Feedback](#)¹⁰ page

⁷ http://www.cdpr.ca.gov/docs/pestmgt/grants/research/solicitation/q_and_a.pdf

⁸ <https://faast.waterboards.ca.gov/>

⁹ <https://stateofcaswrcbweb.centurylinkccc.com/CenturylinkWeb/AndrewLawrence>

¹⁰ <https://docs.google.com/forms/d/1iWakoGWhU12alfijqmdznsQtuIEAihkR2hVO2Dggb4/viewform>

PART 2 | PROPOSED GRANT AGREEMENT

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 "Grantee"
2. The term of this _____ through _____ Agreement is:
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
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small>		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
<small>ADDRESS</small>		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small>		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		<input type="checkbox"/> Exempt per:
<small>ADDRESS</small>		

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 Grantee 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.

Goal:

Objective 1. Grant Administration: Conduct general grant administration: meetings, progress reports, invoices, and final report as required. No funds may be requested or invoiced after May 1, 2020. To meet this deadline, all work, deliverables, and final report must be completed by March 30, 2020, and all work performed by subcontracts must be completed by January 31, 2019, at the latest. (Projects may be completed earlier.)

Task 1.1. Initial project meeting: First meeting of the project team, to be held within 30 days after the agreement is executed. The Grant Manager(s), principal investigator(s), and all research team members will meet for the first of the Project Update meetings. This meeting will be a time to go over team member roles, timeline, and deliverables, as well as discuss any questions regarding project objectives and tasks. (Administrative staff do not need to attend.)

Deliverables: Meeting agenda (1 week in advance) and minutes (within 30 days after meeting).

Due Date: 30 days from grant execution.

Task 1.2. Bi-annual Project update meetings: Project update meetings will occur at least every six months, in person or by conference call, as requested by Grant Manager(s) or designated representatives. The grantee must notify the Grant Manager(s) and team of meeting dates and locations at least two weeks in advance. If requested by Grant Manager(s), meetings should occasionally include representation by the intended end-users of the research results (e.g., growers, marketing boards) for feedback and insights to improve effectiveness and usefulness of the results. Grant Manager(s) may require additional meetings as needed.

Deliverables: Meeting agenda (1 week in advance) and minutes (within 30 days after meeting).

Due Date: End of project or March 2019, whichever comes first.

Task 1.3. Semi-Annual progress reports: Semi-annual progress reports with summaries of project activities, completed milestones, unexpected problems, and special situations.

Deliverables: Semi-annual progress reports submitted every 6 months following grant execution using template forms supplied by DPR.

Due Date: End of project or March, 2020, whichever comes first.

Task 1.4. Invoices: Invoices for incurred expenses submitted no more than once a month and no less than every 3 months.

Deliverables: Invoices submitted every 1 to 3 months following grant execution using template forms supplied by DPR.

Due Date: End of grant or May 1, 2020, whichever comes first.

Task 1.5: Annual reports. Full reports including project activities to date, problems encountered, milestones achieved, and plans for the following year. Submit annual reports to Grant Manager(s) as PDFs via email.

Deliverables: Annual reports, every 12 months following grant execution.

Due Date: End of project or March 2020, whichever comes first.

Task 1.6: DPR Presentation. The principal investigator(s) will make a summary presentation at DPR headquarters during the grant's final year. The presentation will provide information about project goals, objectives, and results.

Deliverables: Copy of presentation at least three weeks in advance.

Due Date: Last year of project.

Task 1.7: Final report draft. Draft of final report, including all materials, documentation, and deliverables not previously submitted. The final report describes how project goals and objectives have been fulfilled, summarizes and evaluates project activities and accomplishments, and includes recommendations for outreach and/or future research. Submit draft report to Grant Manager(s) as Word document via email. See below for format.

Deliverables: Final report draft.

Due Date: At least 2 weeks before end of project or March 15, 2020, whichever comes first.

Task 1.8: Final report. Final report, incorporating any feedback, edits, or revisions to the draft report. The final report should be submitted in the form of a publishable paper, with supplemental appendices, including raw data if requested by the Department, as needed. Submit final report to Grant Manager(s) as PDF via email (PDF security settings should be unlocked, not password protected).

Deliverables: Final report.

Due Date: End of project or March 30, 2020, whichever comes first.

Objective 2.

Task 2.1

Deliverables:

Due Date:

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.

See Exhibit G

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:		
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>
Co-PI(s) – if applicable:		
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>
Other Key Personnel (if applicable):		
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>

Exhibit A3

AUTHORIZED REPRESENTATIVES AND NOTICES

The following individuals are the authorized representatives for the State and the Grantee 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	Grantee Contacts
Agency Name: <Agency Name>	Grantee Name: <Grantee Name>
<i>Contract Project Manager (Technical)</i>	<i>Principal Investigator</i>
Name: <Name> <Title>	Name: <Name> <Title>
Address: <Department> <Address> <City,State,Zip>	Address: <Department> <Address> <City,State,Zip>
Telephone: <Telephone#>	Telephone: <Telephone#>
Fax: <Fax#, if available>	Fax: <Fax#, if available>
Email: <EmailAddress>	Email: <EmailAddress>
<i>Authorized Official (contract officer)</i>	<i>Authorized Official</i>
Name: <Name> <Title>	Name: <Name> <Title>
Address: <Department> <Address> <City,State,Zip>	Address: <Department> <Address> <City,State,Zip>
Telephone: <Telephone#>	Telephone: <Telephone#>
Fax: <Fax#, if available>	Fax: <Fax#, if available>
Email: <EmailAddress>	Email: <EmailAddress>
<i>Send notices to (if different):</i>	<i>Send notices to (if different):</i>
Name: <Name> <Title>	Name: <Name> <Title>
Address: <Department> <Address> <City,State,Zip>	Address: <Department> <Address> <City,State,Zip>
Telephone: <Telephone#>	Telephone: <Telephone#>
Fax: <Fax#, if available>	Fax: <Fax#, if available>
Email: <EmailAddress>	Email: <EmailAddress>

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>

Exhibit A4

USE OF PREEXISTING DATA, COPYRIGHTED WORKS AND DELIVERABLES

If 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 Grantee from the State or a third party for use in the performance in the Scope of Work.

None or List:

Owner (State Agency or 3 rd 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 3 rd 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 Grantee 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 3 rd Party)	Description	Nature of Restriction:

Exhibit A5

CURRICULUM VITAE (CV) / RÉSUMÉS / BIOSKETCH

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

Exhibit A6

CURRENT & PENDING SUPPORT

(Will be incorporated, if applicable.)

Grantee 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

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 Grantee, 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.

Exhibit B1

Budget Justification

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

Personnel

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

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

In accordance with Grantee 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.

See exhibit G

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.

Non-UC and CSU applicants: see Exhibit G

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 and do not provide a percentage of effort to the project or program. Consultants are not involved in the scientific or technical direction of the project as a whole.

Provide the names and organizational affiliations of all consultants. Describe the services to be performed, and include the number of days of anticipated consultation, the expected rate of compensation, travel, per diem, and other related costs.

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.

See exhibit G

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 Grantee’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 available¹

- 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 ²

- 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

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

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

Attachment 3
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)

1. **Definitions:** Refer to [definitions](#) at end of document.

2. **Approval**

This Agreement is of no force or effect until signed by both [Parties](#). Grantee 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 Grantee 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 Grantee, its respective officers, agents or employees.

B. In accordance with Government Code Section 895.4, the State shall defend, indemnify and hold harmless the Grantee, 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 Grantee 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 Grantee 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 Grantee, 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 Grantee.

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 Grantee, Subawardees, or employees, officers and directors of the Grantee 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 Grantee 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 Grantee or any of its Subawardees, or any employee, officer, or director of the Grantee 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 Grantee'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 Grantee 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, Grantee 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 Grantee 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 Grantee 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 Grantee, authorize an extension of the timeline indicated herein.

6. Dispute Resolution

[TOC](#)

- A. The State's Contract/Program Manager and the Grantee'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 Grantee'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, Grantee 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 Grantee's continued performance under this Agreement. The Grantee'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 Grantee 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 Grantee of the cause for termination. Upon receipt of the State's notice of termination, the Grantee 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 Grantee 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 Grantee'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 Grantee's notice of termination, the Grantee 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 Grantee 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 Grantee 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 Grantee. 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 Grantee 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 Grantee shall include in any contract with any subawardee retained for work under this Agreement a provision that entitles the Grantee 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

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

C. Trade Secrets

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

D. Other Confidential Information

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

Grantee 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

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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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee of its responsibilities and obligations hereunder. The Grantee 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. Grantee 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 Grantee to proceed with the proposed substitute or additional Subawardee, and the Grantee 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 Grantee 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

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- A. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both Parties in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of the Agreement.
- C. It is mutually agreed that if Congress or the California State Legislature does not appropriate sufficient funds for the program, the State has the option to terminate the Agreement in accordance with Section 6 or to amend this Agreement to reflect any reduction in funds.

13. Travel for UC and CSU Grantees [For non-UC/CSU Grantees, see Exhibit G]

- A. Travel and reimbursement for Grantee employee travel costs shall be in accordance with the Grantee's travel policy in effect as of the date the cost is incurred. The Grantee'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 Grantee 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 Grantee 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 Grantee, and the Parties will work together in good faith to amend this Agreement, as necessary.

14. Payment & Invoicing

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- 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: Grantee 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 Grantee budgeted indirect costs in Exhibit B, Budget.
See exhibit G
- 5) Nothing herein contained shall preclude a ten-percent payment withhold pursuant to Section 10346 of the Public Contracts Code.

B. Expense Allowability / Fiscal Documentation

- 1) Grantee 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, Grantee 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: When equipment is purchased or built with State funds as part of the contract the contract must clearly state that title to any equipment purchased or built with State funds will vest in the State. On termination of the contract, the State may:
 - a. Request such equipment be returned to the State, with costs incurred by the contractor for such return being reimbursed by the State.
 - b. Authorize the continued use of such equipment for work to be performed under a different agreement or contract.

The State may, at its option, repair any damage or replace any lost or stolen items and deduct the cost thereof from the contractor's invoice to the State, or require the contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the State with no expense to the State. In the event of theft, a report must be filed immediately with the CHP (SAM § 8643).

The contractor should maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of a contract. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of equipment costing less than \$5,000 should be inventoried. A copy of the inventory record must be submitted to the State on request by the State (SAM § 8600).

Procedures for the handling and accounting of equipment through contracts are the same as that for handling through regular State purchasing.

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) Grantee 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 (See Exhibit G.)~~

~~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 Grantee 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 Grantee for actual allowable expenditures. Approval of invoices shall not be withheld based on scientific differences between Grantee 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 Grantee's name as shown on the Agreement
 - b. Include the Agreement number and Grantee 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 Grantee 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 Grantee'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 Grantee shall submit the final invoice to the State, no later than ninety (90) calendar days after the agreement completion date. (See Exhibit G.)~~

F. Program Income

- 1) The Grantee 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 Grantee will provide the State with a preliminary accounting of program event revenues and expenditures. When the contract is completed the Grantee 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 Grantee to the State with the final invoice and/or accounting of project expenditures in accordance with Section E.4.

15. Audit

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The Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee. Within the review period, the State may provide feedback to the Grantee; the Grantee 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 Grantee to use one of the following disclaimers in any publication, presentation or other public release:
- 1) "This project was funded by the Department of Pesticide Regulation. The contents may not necessarily reflect the official views or policies of the State of California."
 - 2) "This project was funded by the Department of Pesticide Regulation. The contents do not represent the official views or policies of the State of California."

17. ~~Data Rights (See Exhibit G.)~~

- ~~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 Grantee 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, Grantee 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 Grantee 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

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- A. All rights in copyrightable works first created by the Grantee in the performance of the Scope of Work, Exhibit A, under this Agreement are the property of the Grantee. Unless restricted under Exhibit A4, the Grantee 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 Grantee 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 Grantee is legally able to do so, Grantee 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 Grantee access to State agency facilities or computing systems is required, a separate agreement between the individual accessing the facility or system and the State agency may be necessary, and is referenced in Exhibit F.

21. Notices

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

22. Subject Headings

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

23. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

24. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

25. Severability

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

26. Entire Agreement

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

AB20 Definitions

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

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

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

Authorized Financial Contact: Grantee 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 Grantee's Authorized Official is usually located in the campus' contract & grant or sponsored project office. The State's Authorized Official is usually located in the agency's contracting office.

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

Consultant: An independent consultant is an individual not employed by the Grantee of proven professional or technical competence who provides primarily professional or technical advice to the Grantee and the Grantee 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 Grantee, 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. Grantee: Data that is already possessed or owned by the Grantee.
3. 3rd Party: Data that is provided by a third party to the State or the Grantee for use under this Agreement.

Project Data: Data that is first produced in the performance of this Agreement by the Principal investigator or the Grantee'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 Grantee, where the Grantee 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 Grantee, 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.

See exhibit G

Institutional Base Salary: Institutional Base Salary is the annual compensation paid by the Grantee 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 Grantee 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 Grantee to have the appropriate level of authority and responsibility and has been designated in the Grantee's proposal to the State to direct the project or program supported by the Agreement.

Program Income: Gross income earned by the Grantee 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 Grantee'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 Grantee 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 Grantee 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)

Grantee: The California State Grantee campus or auxiliary or the Grantee 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 Grantee's procurement process.

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Additional definitions can be found in Exhibit G.

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 Grantee 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 scope 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 Grantee 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

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, 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 the total award 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% of the last approved budget require the State's Contract Project Manager prior approval and may require a formal amendment to this Agreement. The Grantee 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.

Compliance Requirements

If landowner agreements are required, signed copies must be submitted to the Grant Manager before works begins.

If permits are required, the permits must be obtained and signed copies submitted to the Grant Manager before work begins.

Deliverables intended for disclosure to third parties

All deliverables intended for disclosure to third parties or the public must be approved by DPR before final release to ensure the project or portions of the project are within the scope of work described in this agreement and do not promote or disparage any brand or trade name. DPR's review and approval of deliverables will not hinder the academic freedom of the research team regarding data, methodology, or conclusions reached within the parameters of the project described in this agreement. Evaluation of DPR's regulatory program is outside the scope of this project and will not be funded.

Indirect Costs

Tuition/fee remissions cannot be included in calculations for indirect costs.

Invoicing

The Final invoice shall be clearly marked **FINAL INVOICE** and be received no later than May 1, 2020 (60 days prior to reversion of funds). Additionally, the Grantee shall promptly notify the Department in writing of completion of work on the Project to assure payment of the ten percent (10%) retention withheld from the Grantee's funding (invoiced separately). Absolutely no funds may be requested or invoiced after May 1, 2020, whatsoever. Any invoice(s) submitted on or after May 2, 2020, will be considered null and void and have no legal effect.

Rights in Data

The Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgment of credit to the Department for financial support. The Grantee shall not utilize the materials submitted to the Department (except data) for any profit making

venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

Task Budget

Estimates of the costs of each task included in the Scope of Work in Exhibit A must be entered in tabular form (see example below) to be included as an addendum to Exhibit A1. The sum of these costs must equal the total requested funds.

Example Task Budget Table

Objective	TASKS, MILESTONES, or DELIVERABLES	Cost
1	Task 1.1.	\$100
	Task 1.2.	\$500
	Task 1.3.	\$750
2	Task 2.1.	\$1,500
	Task 2.2.	\$5000
3	Task 3.1.	\$50000
	Task 3.2.	\$4500
4	Task 4.1.	\$20,000
	Total	\$82,350

Non-UC/CSU Travel and Per Diem Expenses

A. Short-Term Per Diem Expenses. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, that is at least 50 miles from the main office, headquarters or primary residence, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

Reimbursement shall be for actual expenses, subject to the following maximum rates:

Meals

Breakfast	\$7	Receipts are not required for regular short-term travel meals
Lunch	\$11	
Dinner	\$23	
Incidentals	\$5	

Lodging

Statewide (Excluding Edwards AFB, the City of Santa Monica, and the counties of Alameda, Los Angeles, Monterey, Napa, Orange, Riverside, Sacramento, San Diego, San Francisco, San Mateo, Santa Clara, and Ventura. See below)	Actual up to \$90 plus tax
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When required to conduct State business and obtain lodging in the counties of Napa, Riverside, and Sacramento, reimbursement will be for actual receipted lodging to a maximum of \$95 plus tax.

When required to conduct State business and obtain lodging in Los Angeles, Orange, and Ventura Counties and Edwards Air Force Base (AFB), excluding the city of Santa Monica, reimbursement will be for actual receipted lodging to a maximum of \$120 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, Monterey, San Diego, San Mateo, Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$125 plus tax.

When required to conduct State business and obtain lodging in San Francisco County and the City of Santa Monica, reimbursement will be for actual receipted lodging to a maximum of \$150 plus tax.

If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth below.

In circumstances where the contractor cannot obtain the state per diem lodging rate, verification from the hotel that such a rate was not available to the contractor may be submitted to substantiate lodging costs above the per diem rate.

No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from the main office, headquarters or primary residence.

In computing reimbursement for continuous travel of less than 24 hours actual expenses up to the maximum rates will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:

- Travel begins at or before 6 a.m. and ends at or after 9 a.m.; breakfast may be claimed.
- Travel begins at or before 4 p.m. and ends at or after 7 p.m.; dinner may be claimed.
- If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed.
- No lunch or incidentals may be reimbursed on travel of less than 24 hours.

Employees on short-term travel who stay in commercial lodging establishments or commercial campgrounds will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

- B. Mileage Reimbursement. Reimbursement for personal vehicle mileage is \$0.575 cents per mile.
- C. Vehicle Rental. Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements

shall be allowed upon submittal of the appropriate receipt. (Cal. Code Regs., tit. 2, §§ 599.627, 599.628.)

Additional Definitions

Academic Remissions: Full or partial payment of required fees, tuition, or nonresident supplemental tuition can be covered by the grant funds for personnel with academic titles that are considered eligible for these remissions by their California academic institution. Remission amounts will be based on the policy and guidelines of the academic institution for the academic title.

Adjustment: A minor change to an executed grant agreement not requiring a formal amendment. An adjustment constitutes the summation of all adjustments totaling ten percent (10%) or less of the Research Grant award (e.g., transferring funds between line items), or changes in contact information. An adjustment must be pre-approved in writing by the Grant Manager.

Amendment: A formal change to an executed grant agreement, such as the term dates, Scope of Work, or due dates. An amendment is needed to move funds between line items totaling more than ten percent (10%) of the Research Grant award. An amendment must have written approval from the Grant Manager, and must be executed by the signatories for both the Department and the Grantee.

Applicant: A qualified group requesting funds to implement proposed IPM Projects in California. Applicants can be from public or private institutions (e.g., commodity boards, licensed pest control businesses, school districts, or resource conservation districts).

Budget: A detailed itemization of all eligible costs required to complete the grant project that delineates grant funds requested.

Eligible Costs: Costs included in the approved Budget and incurred within the grant term.

Endorsement: Written approval or validation.

Estimate: A written statement of the approximate charge for the grant work proposed, submitted by an individual or company ready to undertake the work.

Evaluation: Assessment methods used to measure the success of the grant project.

Grant Administrator: A person designated by the Department who is responsible for the administrative aspect of the grant agreement. The Administrator, along with the Grant Manager, will review, approve, facilitate payment, and track funds expended per line item.

Grant Award: Amount of money awarded by the Department to complete the proposed grant project.

Grant Funds Requested: The total number of dollars requested from the Pest Management Research Grant to conduct a project.

Grant Manager: The Grant Manager's role is to provide support and technical oversight for grant projects. Along with the Grant Administrator, the Grant Manager will review and approve project expenditures.

Grantee: The organization receiving an award from the Department to conduct a Research Grant project.

Ineligible Costs: Includes but is not limited to costs incurred before the Notice to Proceed, after the end of the grant term, and costs not included in the approved budget or specifically listed in the Grant Agreement under Ineligible Project Costs.

In-Kind Services: Project activities by team members that have been approved by their employers to be compensated with existing employer funds at the time of proposal submission.

Allowed:

- Personnel time given to project by team members.
- Use of team member's existing equipment or facilities.
- Donation of materials by team members.

Not allowed:

- Project tasks that are simultaneously funded by more than one source.
- Project tasks reliant on labor or outcomes of activities that are not part of the DPR-funded project.

Matching Funds: Funding provided by the Grantee or the Grantee's organization. This does not include third party funding. DPR does not allow matching funds. Projects must be stand-alone (see footnote 5)

Personnel: Personnel is defined as the staff directly involved in the planning and implementation of the project. To be included as personnel, staff must receive their grant funds (salary, travel, operating expenses, or equipment) through the same organization as the principal investigator. If they cannot receive funds through the principal investigator's organization, they are not considered personnel staff. They may still receive grant funds, however, if they are listed in the budget under Contracts. Benefits for personnel are calculated as a percentage of salaries and may include contributions made for sick leave, retirement, insurance, or similar. Personnel costs do not include administrative support services, accounting support services, contract support services, legal services, or salaries for office support staff involved in activities such as procurement, billing, accounting, and other administrative functions. Instead, those activities should be considered in the budget under Overhead.

Pest Management Advisory Committee (PMAC): A broad group of stakeholders established in law (Food & Ag. Code, § 12536) to advise the Department on pest management issues. It is comprised of growers, processors, industry, public interest groups, public and private research and educational institutions, government agencies, and individuals knowledgeable about pest management.

Project Cost: All costs incurred by the Grantee in performing the grant project. (The Research Grant will only reimburse eligible costs incurred by the Grantee.)

Reasonable Costs: Moderately priced for the geographical location.

Reports:

- **Semi-Annual PROGRESS REPORT**—A two to three page summary of work completed in the previous half (six month period) that includes an indication of the state of completion of all the tasks listed in the Scope of Work, a discussion of any milestones achieved, a description of any changes in personnel, an explanation of any large or unusual expenditures, and a discussion of problems or special situations encountered during the reporting period and the Grantee's response to those problems or situations. Additional information may be requested by the Grant Manager(s).
- **FINAL REPORT**—Details that were appropriate for annual reports but not previously reported; an explanation of all project activities and accomplishments and how they met the project's goals and objectives; recommendations for future outreach and research; and a copy of all final public education, advertising, or promotional materials produced, purchased, and/or distributed with grant funds.

Resolution: A formal authorization by the local political subdivision with authority to participate in, or apply for, and accept this grant, as applicable.

Tasks: The specific activities conducted to complete a grant project.

Third Party Funding Source: Funding provided by a source other than the Grantee or the Grantee's organization.

Semi-Annual Progress Report

Progress Report No. _____

Reporting Period _____ to _____

Submittal Date: _____

Project Title _____

Grant Agreement No. _____

Principal Investigator _____

1. What work was performed during this reporting period?

2. What milestones, if any, were achieved during this reporting period?

3. Were any problems encountered in the performance of the work?

4. Provide narrative supporting large or unusual expenditures this reporting period.

5. Personnel Expenditure Summary

Name	Hourly Rate	Total Hours	Activity or Task

{see reverse}

I certify under penalty of law that this document and any attachment was prepared by me or under my direction in accordance with the Grant referenced above. Based on my inquiry of the persons who manage the project, or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. All information submitted in this document and all attachments conform to and is in accordance with the state and federal laws, and I so here certify with my signature. I am aware that there are significant penalties for submitting false or misleading information.

Principal Investigator's Signature

Date