

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

PEST MANAGEMENT RESEARCH GRANT

Grant Agreement Number: 2X-PMGP-RXX

This grant agreement is entered into between the California Department of Pesticide Regulation (Department) and XXXX (Grantee) for the project titled XXXX.

Authority

The Department has authority to grant funds for this project under California Food and Agricultural Code section 12536.

Term and Amount

The term of this grant agreement begins July 1, 2019, or upon approval of this grant agreement, through the project completion date unless otherwise terminated or amended as provided in this grant agreement. The project completion date is June 30, 2023, or when the final deliverable is received, whichever is earlier.

The maximum amount payable under this grant agreement is: \$XXX,XXX.

Grant Agreement Terms and Conditions

The Department and the Grantee agree to comply with the terms and conditions of the following exhibits:

Exhibits A–A4: A–Scope of Work; A1–Schedule of Deliverables and Task Budget; A2–Principal Investigator and Key Personnel; A3–Resumes; A4–Current & Pending Support.

Exhibits B–B3: B–Budget; B1–Budget Justification; B2–Subawardee Budget; B3–Invoice Elements.

Exhibit C–Other Terms and Conditions.

Exhibit D–Solicitation.

Exhibit E–Concept Application and Proposal.

GRANTEE

Grantee's Name: XXXX

Grantee Signature: _____ Date: _____

Name and Title of Person Signing: XXXX

Address: XXXX

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

Authorized Signature: _____ Date: _____

Name and Title of Person Signing: Val Dolcini, Director

Address: P.O. Box 4015, Sacramento, CA 95812-4015

Representatives

DEPARTMENT CONTACTS

Representative of Authorized Official

Jill Townzen, Environmental Program Manager I
Department of Pesticide Regulation
1001 I St,
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Sacramento, CA 95812-4015
916-324-6174
Jill.Townzen@cdpr.ca.gov

Grant Manager

XXXX
Department of Pesticide Regulation
1001 I St,
P.O. Box 4015
Sacramento, CA 95812-4015
PHONE
EMAIL

Administrative/Financial/Invoicing

Rodney Jones, Associate Governmental Program Analyst
Department of Pesticide Regulation
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Rodney.Jones@cdpr.ca.gov

GRANTEE CONTACTS

Authorized Official

Name, Title
Department
Mailing Address
City, State Zipcode
Telephone
Email

Principal Investigator *(See Exhibit C – Other Terms and Conditions for a description of who may be a principal investigator).*

Name, Title
Affiliation
Mailing Address
City, State Zipcode
Telephone
Email

Designee to certify invoices on behalf of the principal investigator:

Name, Title, Email

Administrative

Name, Title
Department
Mailing Address
City, State Zipcode
Telephone
Email

Financial/Invoicing

Name, Title
Department
Mailing Address
City, State Zipcode
Telephone
Email

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Exhibit A – Scope of Work

Principal Investigator: *Provide the name of the principal investigator here (See Exhibit C – Other Terms and Conditions for a description of who may be a principal investigator).*

Project Title: *Provide the project title here.*

Project Summary

The Project Summary is meant to serve as a succinct and accurate description of the proposed work. Include the proposal's long-term objectives, making reference to the relevance to the mission of the Department. Describe the specific aims of the proposed work, and the methods for achieving the stated goals. This section should be informative to persons working in similar or related fields and understandable to a scientifically or technically literate reader.

Provide the project summary here.

Scope of Work

Goals

Describe the goals of the proposed project and summarize the expected outcomes. List the specific objectives of the project, e.g., to test a stated hypothesis, solve a specific problem, challenge an existing paradigm or clinical practice, address a critical barrier to progress in the field, or develop new technology or methodology. Describe the overall strategy, methodology, and analyses to be used to accomplish the specific aims of the project. Include how the data will be collected, analyzed, and interpreted as well as any resource sharing plans as appropriate. Discuss potential problems, alternative strategies, and benchmarks for success anticipated to achieve the aims.

Provide a description of the project's goals here.

Objective 1: Conduct general grant administration and deliver a project research or outreach plan, required meetings, quarterly and annual progress reports, invoices, and a final report.

Task 1.1 Initial project meeting: The grant manager and the principal investigator will meet in person within 30 days after the agreement is executed. The agenda of this meeting will be a review of the role of the PI, the project timeline, the project deliverables, and will provide an opportunity to discuss any questions regarding the objectives and tasks (administrative staff will discuss invoicing via a separate conference call).

Deliverable: Meeting minutes as MS Word document via email (within 30 days after meeting).

Due Date: Meeting within 30 days from grant execution and meeting minutes within 30 days after meeting.

Task 1.2 Research plan: Provide a proposed experimental design for Department's review and approval for each of the experiments or studies. Include detailed accounts of relevant methods and procedures, working hypotheses, working significant treatment differences that are relevant for decision makers, experimental design, choice of statistical software, treatments, sampling methods, response variables, analytical methods, treatment means comparison methods, study sites, and study site characterization.

Deliverables: Provide a brief summary report as a MS Word file with tables, figures, or images as needed to fully explain the research plan.

Due Date: Within 30 days after the agreement is executed.

Task 1.3 Invoices: Periodic invoices, final invoice, and invoice for the return of the ten percent retention. No funds may be requested or invoiced after 90 days from the project completion date. To meet that deadline, all project work and required deliverables including the final report must be completed and delivered to the Department by June 30, 2023.

Deliverables: Periodic, final, and ten percent retention invoices. Periodic invoices are required even if no expenses were incurred and in that case, would indicate zero (\$0) expense. All invoices must use the template forms supplied by the Department.

Due Date: Periodic invoices must be submitted no more than once a month and no less than every three months. The final invoice and the ten percent retention invoice are due within ninety days after the project completion date.

Task 1.4 Project quarterly update meetings: Project update meetings will occur by the last day of every calendar quarter, in person or by conference call, as requested by the grant manager or a designated representative. All key personnel needed to explain project results, problems, and special situations that are explicitly related to project deliverables must attend. The principal investigator must notify the grant manager of meeting dates and locations at least two weeks in advance. If requested by the grant manager, 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. The grant manager may require additional meetings as needed.

Deliverable: Meeting agenda as MS Word document via email (one week in advance) and meeting minutes (within 30 days after meeting).

Due Date: The end of every calendar quarter through March 31, 2023.

Task 1.5 Quarterly progress reports: Concise summaries of project activities, completed milestones, and unexpected problems or special situations are required. The reports must focus on results, problems, and special situations that are explicitly related to project deliverables and must clearly describe any potential or actual effects on the deliverables or their completion dates. The reports must also detail personnel work hours or percent time.

Deliverables: Quarterly progress reports (using template forms supplied by the Department).

Due Date: The end of every calendar quarter through March 31, 2023.

Task 1.6 Annual reports: Detailed accounts of results to date, problems encountered, milestones achieved, and plans for the next year. The reports must focus on results, problems, milestones, and plans that are explicitly related to project deliverables and must clearly describe any potential or actual effects on the deliverables or their completion dates. Submit annual reports to grant manager.

Deliverables: Annual reports due June 30th of each year (except for the year the final report is due) following grant execution as MS Word document via email.

Due Date: Every June 30th through June 2022.

Task 1.7 Final report draft: Describe in detail how project goals and objectives have been fulfilled through the completion of project deliverables, summarize and evaluate project activities and accomplishments, and include recommendations for outreach and/or future research. The report must focus on how project results are explicitly related to project deliverables and must clearly describe any potential or actual effects on the deliverables. Also, include all relevant materials, documentation, and deliverables not previously submitted. The report may be submitted in the form of a publishable paper, with supplemental appendices as needed to correlate the findings in the paper with how project goals and objectives have been fulfilled through the completion of project deliverables, and to include recommendations for outreach and/or future research. Submit draft report to the grant manager.

Deliverable: Final report draft as MS Word document via email (security settings should be unlocked, not password protected).

Due Date: June 15, 2023.

Task 1.8 Final report: Final report, incorporating any feedback, edits, or revisions to the draft final report. Submit final report to grant manager.

Deliverable: Final report as MS Word document and high resolution files (jpeg, tiff, etc.) of all photos, figures, and illustrations included in the Final Report via email (security settings should be unlocked, not password protected).

Due Date: June 30, 2023.

Task 1.9 Department presentation: The principal investigator or other key personnel will make a summary presentation during the last year of the project or the year after the project is completed. The presentation will provide information about project goals, objectives, and results.

Deliverables: Presentation in the greater Sacramento area with an electronic copy of the presentation provided to the grant manager via email at least three weeks in advance.

Due Date: Last year of the project or the year after the project is completed.

Objective 2: Use the format of Objective 1 as a model for the project specific objectives and tasks.

Task 2.1: Task Title: Task Description.

Deliverable 2.1: Deliverable Description.

Due Date: Date Deliverable Due.

Task 2.2 Task Title: Task Description.

Deliverable 2.2: Deliverable Description.

Due date: Date Deliverable Due.

Exhibit A1 – Schedule of Deliverables and Task Budget

List all tasks and deliverables that will be delivered to the Department under the scope of work.

Schedule of Deliverables

Objective	Task and Deliverable	Due Date
1	1.1 Initial project meeting	30 days from grant execution
1	1.2 Research plan	30 days from grant execution
1	1.3 Invoices	Invoices must be submitted in arrears not more frequently than once a month and not less frequently than every three months. Final invoice and ten percent (10%) retention invoice are due within 90 days after the project completion date.
1	1.4 Quarterly project update meetings	Every quarter through March 31, 2023
1	1.5 Quarterly project reports	Every quarter through March 31, 2023
1	1.6 Annual reports	Every June 30 th through 2022
1	1.7 Draft final report	June 15, 2023
1	1.8 Final report	June 30, 2023
1	1.9 DPR presentation	Final year of project or following year
2	2.1 Additional task description	Month day year
2	2.2 Additional task description	Month day year
Add rows and columns as needed.		

TASK BUDGET

Objective	Task	Cost
1	1.1 Initial project meeting	Provide direct cost
1	1.2 Research plan	Provide direct cost
1	1.3 Invoices	Provide direct cost
1	1.4 Quarterly project update meetings	Provide direct cost
1	1.5 Quarterly project reports	Provide direct cost
1	1.6 Annual reports	Provide direct cost
1	1.7 Draft final report	Provide direct cost
1	1.8 Final report	Provide direct cost
1	1.9 DPR presentation	Provide direct cost
2	2.1 Additional task description	Provide direct cost
2	2.2 Additional task description	Provide direct cost
Add rows and columns as needed		
Project Total Direct Costs		Provide direct cost total

Exhibit A2 – Principal Investigator and Key Personnel

See Exhibit C – Other Terms and Conditions to determine status as principal investigator or key personnel.

Principal Investigator

Last name, first name	Institutional affiliation	Role on project
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Key Personnel

Last name, first name	Institutional affiliation	Role on project
Last name, first name	Institutional affiliation	Role on project
Last name, first name	Institutional affiliation	Role on project
Add rows and columns as needed		

Exhibit A3 – Resumes

Attach a 2-3 page resume for every person listed in Exhibit A2, Principal Investigator and Key Personnel.

Exhibit A4 – Current & Pending Support

Provide current and pending support information for the principal investigator and key personnel identified in Exhibit A2 at time of the proposal and upon request from the Department. The “Proposed Project” is the Department proposal. Add tables as needed. For Status indicate if currently active (“Active”) or pending approval (“Pending”).

Principal Investigator: (Last name, First name)

Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project	Enter	Enter	Enter	Enter	Enter
Current 1	Enter	Enter	Enter	Enter	Enter
Current 2	Enter	Enter	Enter	Enter	Enter
Add rows and columns as necessary.					

Key Personnel 1: (Last name, First name)

Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project	Enter	Enter	Enter	Enter	Enter
Current 1	Enter	Enter	Enter	Enter	Enter
Current 2	Enter	Enter	Enter	Enter	Enter
Add rows and columns as necessary.					

Key Personnel 2: (Last name, First name)

Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project	Enter	Enter	Enter	Enter	Enter
Current 1	Enter	Enter	Enter	Enter	Enter
Current 2	Enter	Enter	Enter	Enter	Enter
Add rows and columns as necessary.					

Exhibit B – Budget

Budget Category	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3	Total
Personnel (salary plus fringe benefits)	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Genomic Array	\$0	\$0	\$0	\$0
Capital Expenditures	\$0	\$0	\$0	\$0
Facility Rental	\$0	\$0	\$0	\$0
Tuition Remission	\$0	\$0	\$0	\$0
Fellowship (<i>stipend or dependant allowance</i>)	\$0	\$0	\$0	\$0
Subcontractor (<i>Non-UC/CSUS Grantees, list subcontractors on a separate row for each</i>)	\$0	\$0	\$0	\$0
Subawardee (<i>UC and CSUS Grantees only</i>)	\$0	\$0	\$0	\$0
TOTAL DIRECT COSTS	\$0	\$0	\$0	\$0
MODIFIED TOTAL DIRECT COSTS (MTDC)	\$0	\$0	\$0	\$0
INDIRECT COSTS (MAXIMUM 25% of MTDC)	\$0	\$0	\$0	\$0
TOTAL PROJECT COST				\$0

Fiscal years run from July 1 through June 30th.

For general guidance on the characterization of costs see the Code of Federal Regulations, Title 2 Part 200, Title 2 Grants and Agreements.

MTDC includes all salaries and wages, fringe benefits, materials, supplies, services, travel, subcontractors, **subawards (UC/CSUS only)**, up to the first \$25,000 of each subcontract or subaward, and other direct costs not specially excluded from the federal MTDC base.

Exhibit B1 – Budget Justification

The Budget Justification will include the following items in this format. Identify and report in-kind contributions of personnel time, equipment, facilities, and materials by team members.

Personnel

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

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

***Fringe Benefits.** *Must be described here separately from salary costs.**

Explain the costs included in the budgeted fringe benefit percentages used to estimate the fringe benefit expenses on Exhibits B and B2.

Travel

Itemize all travel requests separately by trip and justify in Exhibit B1. Provide the purpose, destination, travelers (name or position/role), and duration of each trip. Include detail on airfare, lodging and mileage expenses, if applicable.

Materials and Supplies

Itemize materials and 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.

Subcontractor Costs

Provide the names and organizational affiliations of all subcontractors and subawardees. Describe the services to be performed, and the expected rate of compensation, travel, per diem, and other related costs.

Subawardee (Consortium/Subrecipient) Costs (UC/CSUS Only)

Each participating consortium organization must submit a separate detailed budget for every year in the project period. 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 a 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 budgeted indirect cost rate in Exhibits B and B2.

Exhibit B2 – Subawardee Budget (UC/CSUS only when applicable)

Complete a separate Exhibit B2 and Budget Justification for each subawardee.

Subawardee: (Last name, First name)

Subawardee Principal Investigator: (Last name, First name)

See Exhibit C – Other Terms and Conditions for a description of who may be a principal investigator.

Budget Category	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3	Total
Personnel (salary plus fringe benefits)	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Genomic Array	\$0	\$0	\$0	\$0
Capital Expenditures	\$0	\$0	\$0	\$0
Facility Rental	\$0	\$0	\$0	\$0
Tuition Remission	\$0	\$0	\$0	\$0
Fellowship (<i>stipend or dependant allowance</i>)	\$0	\$0	\$0	\$0
Consultant (<i>list on a separate row for each</i>)	\$0	\$0	\$0	\$0
Subrecipient	\$0	\$0	\$0	\$0
TOTAL DIRECT COSTS	\$0	\$0	\$0	\$0
MODIFIED TOTAL DIRECT COSTS (MTDC)	\$0	\$0	\$0	\$0
INDIRECT COSTS (MAXIMUM 25% of MTDC)	\$0	\$0	\$0	\$0
TOTAL PROJECT COST				\$0

Fiscal years run from July 1 through June 30th.

For general guidance on the characterization of costs see the Code of Federal Regulations, Title 2 Part 200, Title 2 Grants and Agreements.

MTDC includes all salaries and wages, fringe benefits, materials, supplies, services, travel, subcontractors, subawards (UC/CSUS only, up to the first \$25,000 of each subcontract or subaward), and other direct costs not specially excluded from the federal MTDC base.

Exhibit B3 – Invoice Elements

In accordance with Exhibit C – Other Terms and Conditions, the invoice, summary report and/or transaction/payroll ledger shall be certified by the Grantee's financial contact and the principal investigator (or their respective designees).

Invoices shall be submitted in arrears not more frequently than once a month and not less frequently than every three months to the Department invoice contact identified in Exhibit A3. Invoices may be submitted electronically by email. If submitted electronically, the invoice must include the following certification for State certification to the State Controller's Office, in compliance with SAM 8422.1: This bill has been checked against our records and found to be the original one presented for payment and has not been paid. We have recorded this payment so as to prevent a later duplicate payment. See Payment and Invoicing in Exhibit C – Other Terms and Conditions.

The invoice or a separate summary document must contain the expenditures for the invoice period, approved budget, cumulative expenditures, and budget balance available by approved budget category (Exhibits B and B2)¹. **A MS Excel file invoice template will be provided by the Department for every invoice period.**

Information that must be included in a detailed transaction ledger and/or payroll ledger: ²

- Department Award #¹
- (UC/CSU only: Fund #)
- Invoice Period (must match that of the invoice summary)
- GL Account/Object Code
- Document type (or subledger reference)
- Transaction reference²
- Transaction description, vendor and/or employee name
- Transaction posting date
- Time worked
- Transaction amount

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 should be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger should be provided with the required elements.

Exhibit C - Other Terms and Conditions

ADJUSTMENT

An adjustment is required for a minor change to a grant agreement in cases where an amendment is not required. The Grantee may request adjustments by submitting a written request to the grant manager. Budget adjustment requests must include an electronic copy of the most current approved budget with the proposed changes highlighted by striking the current amounts and underlining and boldfacing the proposed adjustments. Budget adjustments are limited to the approved budget line items (Personnel, Equipment, Travel, etc.) and deleting or adding a budget line item is not permitted as an adjustment. The total of all budget adjustments must not exceed ten percent (10%) of the total budget and may not increase or decrease the total grant amount. Requests must also include a description of how requested adjustments will affect the deliverables and the implementation of the project. The Grantee must not proceed to act on a proposed adjustment to this grant agreement until it is approved in writing by the grant manager. Department may also propose adjustments to the budget.

AMENDMENT

An amendment is required for any substantial change to an executed grant agreement, such as the grant agreement term, the scope of work, the content or due date of a deliverable, and a change of principal investigator or key personnel. An amendment is also required to move funds between line items totaling more than ten percent (10%) of the grant agreement amount. The Grantee must not proceed to act on a proposed amendment to this grant agreement until the amendment has been formally executed by the grant agreement signatories for both the Department and the Grantee, and made a part of this grant agreement as an amendment.

The Grantee may request amendments to the budget, if the summation of all amendments totals more than ten percent (10%) of the total project budget. Requests from the Grantee must be submitted in writing to the grant manager and include a copy of the most current approved Grant Budget Worksheet with proposed changes highlighted by striking the current amounts and underlining and boldfacing proposed revisions. Amendments are limited to budget changes corresponding to the approved budget line items (i.e., Personnel, Equipment, Travel, and Indirect Costs). Requested amendments must not increase or decrease the total grant amount. Requests must also include a description of how requested amendments will affect the deliverables and the implementation of the project.

APPROVAL TO PROCEED

The Grantee may not begin work on the project until authorized in writing by the Department. Such authorization will be transmitted via email and follow-up hardcopy letter.

ASSIGNMENT

This grant agreement is not assignable by the Grantee, either in whole or in part, without the written consent of the Department because the Department awarded this grant in part based on the expertise of the persons or entity awarded this grant.

AUDIT

The Grantee agrees that the Department, the California State Auditor, 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 grant 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 this grant agreement. 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. The Grantee agrees to refund to the Department any amounts claimed for reimbursement and paid to the Grantee which are later disallowed by the Department after audit or inspection of records.

BUDGET CONTINGENCY

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

BUDGET FLEXIBILITY

Budget revisions between identified budget categories in cost reimbursement agreements that are within the total grant amount, comply with the prior approval requirements, and do not change the scope of work or substitute a principal investigator or key personnel, as defined in this grant agreement, are allowed as described below:

Up to 10% of the total award is allowed under the adjustment procedures with prior written approval of the Department's grant manager, or as otherwise agreed to by the parties.

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 grant agreement are not allowed.

Notwithstanding the above provision, the Department may proceed with a formal amendment to this grant agreement for budget revisions.

COMPLIANCE WITH LAWS AND REGULATIONS

The Grantee agrees that it will, at all times, comply with and require its subcontractors and subawardees (UC/CSUS Grantees only) to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. If permits are required, the permits must be obtained and signed copies submitted to the grant manager before work begins. If landowner agreements are required, signed copies must be submitted to the grant manager before work begins.

COMPUTER SOFTWARE

The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

CONFIDENTIAL INFORMATION

Information, the disclosure of which is restricted or prohibited by any provision of law is confidential information. 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.

CONFLICT OF INTEREST

The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws. The Department 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, the Department 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 the Department review and prior approval.

Conflicts of interest include, but are not limited to:

- 1) 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 hereunder has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing such services would result in private or personal benefit.
- 2) An instance where, in connection with the performance of services hereunder, 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.

COPYRIGHTS

All rights in copyrightable works first created by the Grantee in the performance of the scope of work under this grant agreement are the property of the Grantee. The Grantee shall grant the Department a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies of the deliverables to fulfill the Department's government purposes.

Notwithstanding the above, if the purpose of the scope of work is specifically to create a copyrightable work for use by the Department and that purpose is identified in the scope of work, which may be amended upon mutual agreement of the parties, then all rights in such copyrightable work will be the property of the Department, 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.

Upon written request and subsequent amendment, the Department may request delivery of computer software that is not identified in the scope of work, but was first created in the performance of the scope of work. To the extent the Grantee is legally able to do so, the 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 Department's government purposes, subject to restrictions, if any, identified in the scope of work.

DATA MANAGEMENT

The project includes appropriate data management activities so that project data can be incorporated into appropriate DPR data systems.

DELIVERABLES INTENDED FOR DISCLOSURE TO THIRD PARTIES

All deliverables intended for disclosure to third parties or the public must be approved by the Department 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. The Department's review of the deliverables shall be provided within twenty (20) business days after receipt and 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. The evaluation of the Department's regulatory program is outside the scope of this project and will not be funded.

DEPARTMENT ACTION, COSTS, AND ATTORNEY FEES

The Grantee agrees that any remedy provided in this Grant is in addition to and not in derogation of any other legal or equitable remedy available to the Department as a result of breach of this Grant by the Grantee, whether such breach occurs before or after completion of the Project. Exercise of any remedy provided by this Grant by the Department shall not preclude the Department from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties arising from this Grant, it is agreed that both parties shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.

DEPARTMENT REVIEWS AND INDEMNIFICATION

The parties agree that review or approval of project applications, documents, permits, plans, and specifications, or other Project information by the Department is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the project. The provisions of this section shall survive the term of this grant agreement.

DISPUTES

The Grantee shall continue with the responsibilities under this Grant during any dispute. Any dispute arising under this Grant that is not otherwise disposed of by agreement shall be decided by the Chief Deputy Director of the Department, or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the Department's Director. The decision of the Chief Deputy Director shall be final and conclusive unless, within thirty (30) calendar days after mailing of the decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the Director. The decision of the Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Grant. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the Department, or any official or representative thereof, on any question of law.

ENTIRE AGREEMENT

This grant agreement constitutes 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.

FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS

The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this grant agreement. The Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.

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.

FUND REVERSION DATES

Unless otherwise specified, fund reversion dates are three years from fiscal year end of the year funded.

GOVERNING LAW

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

GRANTEE REPRESENTATIONS

The Grantee accepts all terms, provisions, and conditions of this grant agreement, including those stated in incorporated documents. The Grantee shall fulfill all assurances and commitments made in its Concept Application, Proposal, other accompanying documents, and written communications (e.g., email, correspondence) filed in support of its request for grant funding. The Grantee shall comply with, and require its subcontractors and subawardees (UC/CSUS Grantees only) to comply with, all applicable laws, policies, and regulations.

INCOME RESTRICTIONS

The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

INDEPENDENT ACTOR: The Grantee, and its agents and employees, if any, in the performance of this Grant, shall act in an independent capacity and not as officers, employees or agents of the Department.

INDIRECT COSTS

Overhead/Indirect Costs may not exceed 25% of the Modified Total Direct Cost. Tuition/fee remissions cannot be included in calculations for indirect 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 the proposal submission.

- *Allowed*: personnel time given to project by team members; the use of team member's existing equipment or facilities, and; donations of materials by team members.
- *Not allowed*: project tasks that are simultaneously funded by more than one source, and; project tasks that rely on labor or outcomes of activities that are not part of the Department -funded project.

INSPECTION

Throughout the life of the project, the Department shall have the right to inspect the facilities (e.g., fields, orchards, offices, laboratories) to ascertain compliance with this grant agreement. The Grantee acknowledges that the project records and locations are public records.

INSURANCE

Non-UC/CSUS grantees and subcontractors shall, throughout the life of the project, provide and maintain auto insurance with the limits set at a minimum of \$100,000/\$300,000/\$100,000, property damage and liability. This insurance shall be issued by a company or companies admitted to transact business in the State of California. It is noted that the University of California and California State University systems are self-insured; hence, the Grantee will provide the grant manager or the grant administrator its letter from the Department of General Services, Office of Risk and Insurance Management showing the Grantee's self-insured status before beginning work on the project.

KEY PERSONNEL

Key personnel are individuals who contribute to the scientific development or execution of the project in a substantive, measurable way, whether or not salaries are requested. Typically, they have doctoral or other professional degrees, although other individuals should be included if their involvement meets the definition of key personnel. Key personnel do not include students or other named staff not specifically required for the completion of the scope of work. The time commitment/percent of effort of key personnel must be documented. Key personnel must devote a measurable percentage of effort to the project. It is important to only list key personnel in the Exhibits, as any changes in key personnel throughout the project will require prior approval.

LIABILITY

To the extent permitted by law, 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 grant 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.

To the extent permitted by law, 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 grant 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. The State shall not defend, indemnify or hold harmless the California State University auxiliary organizations.

If the UC/CSUS provides funds to any subawardee, excluding any agency or department of the United States, to accomplish any of the work of this grant agreement, the UC/CSUS 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 UC/CSUS, 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 UC/CSUS.

MEDIA EVENTS

The Grantee shall notify the Department's grant manager in writing at least twenty (20) working days before any public or media event, physical or electronic (web page, social media, etc.), publicizing the accomplishments and/or results of this Grant, and provide the opportunity for attendance and participation by the Department's representatives.

MODIFIED TOTAL DIRECT COST (MTDC)

The MTDC includes all salaries and wages, fringe benefits, materials, supplies, services, travel, consultants, and subawards (up to the first \$25,000 of each subaward). Not included in the MTDC are charges for equipment (over \$5,000), capital expenditures, patient care charges, tuition remission, rental costs of off-site facilities, scholarships and fellowships, and the portion of any subaward in excess of \$25,000. The budgeted IDC rate listed in Exhibits B and B2 will remain in effect for the entire funded project period of an agreement.

NONDISCRIMINATION

During the performance of this grant agreement, the Grantee and its subcontractors and subawardees (UC/CSUS Grantees only) shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Grantee and its subcontractors and subawardees (UC/CSUS Grantees only) shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Grantee and its subcontractors and subawardees (UC/CSUS Grantees only) shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this grant agreement by reference and made a part hereof as if set forth in full. The Grantee and its subcontractors and subawardees (UC/CSUS Grantees only) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this grant agreement.

NO THIRD-PARTY RIGHTS

The parties to this grant agreement do not create rights in, or grant remedies to, any third-party as a beneficiary of this grant agreement, or of any duty, covenant, obligation or undertaking established in this grant agreement.

NOTICE

The grantee shall promptly notify the Department's grant manager in writing of events or proposed changes that could affect the scope or budget of the project proposed under this grant agreement. The Grantee agrees that no material change in the scope of the project will be undertaken until written notice of the proposed change has been provided to the Department and the Department has given written approval for such change as provided by the grant agreement adjustment and amendment processes. "Material" is defined as "More or less necessary; having influence or effect; going to the merits."

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 grant agreement.

PAYMENT and INVOICING

A. Reimbursement

- 1) The total amount of funds disbursed under this grant agreement shall not exceed the total amount specified. Subject to the budget contingency clause of this grant agreement, the amounts payable for each fiscal year, if applicable, will be identified in Exhibit B.
- 2) Costs for this grant agreement shall be computed in accordance with the Generally Accepted Accounting Principles (GAAP). The Department will reimburse direct and indirect costs in accordance with Exhibit B.
- 3) The Department shall reimburse salaries and wages based upon the approved budget (Exhibit B) and the actual payments made with the following caveat: the Grantee must retain supporting documentation that shall substantiate actual costs and shall be available for review by the Department 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. The rate in effect for the first year of a multi-year grant agreement will be the rate used for the entire project.
- 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

The Grantee will maintain financial records and supporting documentation of all costs incurred in the performance of this grant agreement. If the Department requires clarification of any expenditure prior to payment of an invoice, the Grantee will provide documentation of such expenditure to support its allowability. If any expenditures are disputed by the Department, pending resolution, the Department agrees to pay all other undisputed invoiced costs. Equipment purchases shall comply with Department of General Services State Contracting Manual (SCM) Section 7.29 – Equipment Purchases, if applicable. For the purposes of this grant 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.

C. Invoicing

- 1) For services satisfactorily rendered in accordance with the scope of work and budget, and upon receipt and approval of invoices, the Department agrees to reimburse the Grantee for actual allowable expenditures. Approval of invoices shall not be withheld based on scientific differences between the Grantee and the Department in the interpretation of the research data and final conclusions.

2) Invoices shall be submitted in arrears not more frequently than once a month and not less frequently than every three months to the Department invoice contact identified in Exhibit A3. Invoices may be submitted electronically by email. If submitted electronically, the invoice must include the following certification for State certification to the State Controller's Office, in compliance with SAM 8422.1: This bill has been checked against our records and found to be the original one presented for payment and has not been paid. We have recorded this payment so as to prevent a later duplicate payment.

3) Invoices shall:

- a. Bear the Grantee's name as shown on this grant agreement.
- b. Include this grant agreement number and the Grantee's fund/reference number if applicable.
- 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 the Grantee's 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 in ink or by an electronically scanned copy of a signature by the Grantee's Financial Contact (or designee) as true, correct, and the sole bill for the charges invoiced.

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 principal investigator or designee (such designee shall be identified in Exhibit A3) for costs incurred, with the following statement: "By signing this invoice I certify, under penalty of law, that this document and any attachment was prepared by me or under my direction in accordance with the terms and conditions of each Grant Agreement Exhibit and, to the best of my knowledge and belief, is accurate and complete. I am aware that there are significant penalties for submitting false or misleading information." This certified document may be transmitted electronically to the Department's invoice contact and grant manager identified in Exhibit A3.

5) The Grantee shall submit the final invoice and the 10% retention invoice to the Department, no later than ninety (90) calendar days after the agreement completion date.

6) The final invoice shall be clearly marked FINAL INVOICE and be received no later than 90 days after the project end date. 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 90 days after the project end date. Any invoice(s) submitted on or after 90 days after the project end date, will be considered null and void and have no legal effect.

PERMITS, CONTRACTING, WAIVER, REMEDIES, AND DEBARMENT

The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this grant agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work. Any subcontractors, outside associates, or consultants required by the Grantee in connection with the scope of work covered by this grant agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this grant agreement, or as are specifically authorized by the Department's grant manager during the performance of the scope of work detailed in this grant agreement. Any substitutions in, or additions to, such subcontractors, associates, or consultants, shall be subject to the prior written approval of the Department's grant manager. Any waiver of rights with respect to a default or other matter arising

under this grant agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the Department provided for in this grant agreement are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." The Grantee shall not contract with any individual or organization on U.S. EPA's List of Violating Facilities. (40 C.F.R. § 31.35, Gov. Code, § 4477, <http://www.epls.gov/>.) The Grantee certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or the grantee; Have not, within a three-year period preceding the execution of this grant agreement, been convicted of or had a civil judgment rendered against them for: fraud or other offense in connection with a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, and; Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed above.

PRIOR APPROVAL REQUIREMENTS

The following changes require prior approval of the Department as an amendment to this grant agreement, whether or not the change has a budgetary impact:

- 1) Change in scope of work.
- 2) Change in Principal investigator or 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.

PRINCIPAL INVESTIGATOR

The principal investigator has the primary responsibility for financial management and control of project funds and is responsible for all aspects of project administration including:

- 1) Ensuring the scientific integrity and management of the project.
- 2) Ensuring the financial management of project funds.
- 3) Adherence to the Department's terms and conditions including reporting and record keeping requirements contained in this grant agreement.
- 4) Monitoring the performance and expenditures of subcontractors (all) and subawardees (UC/CSUS Grantees only) prior to approving their invoice.

PROFESSIONALS

The Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

REASONABLE EFFORTS

The parties agree that the work described in the scope of work is to be conducted on a "reasonable efforts" basis. Additionally, principal investigators are obligated to conduct the project of the highest possible quality (For example, see UC Contracts and Grants Manual, Proposal Submission and Award Acceptance/Administration 2-635, Revised September 2012, accessed 08/19/2019 at <https://www.ucop.edu/research-policy-analysis-coordination/resources-tools/contract-and-grant-manual/chapter2/index.html>).

RECORDS

The grantee agrees to maintain project accounts in accordance with generally accepted accounting principles. The grantee further agrees to: Establish an official file for the project which shall adequately document all significant actions relative to the project; Establish separate accounts which will adequately and accurately depict all amounts received and expended on this project, including all grant funds received under this grant agreement; Establish separate accounts which will adequately depict all income received which is attributable to the project, especially including any income attributable to grant funds disbursed under this grant agreement; Establish an accounting system which will adequately depict final total costs of the project, including both direct and indirect costs, and; Establish such accounts and maintain such records as may be necessary for the Department to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

RELATED LITIGATION

Under no circumstances may a Grantee use funds from any disbursement under this grant agreement to pay costs associated with any litigation the Grantee pursues against the Department.

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 the scope of work in the performance of this grant 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 grant 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.

RIGHT TO PUBLISH

Subject to any restrictions on the publication, disclosure, dissemination, and use of information or use of data set forth in this grant 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 grant agreement.

The Grantee will provide publications, presentations and other public releases resulting from work performed under this grant agreement to the Department for review at least thirty (30) calendar days prior to publication and will identify the proposed recipients. During the first twenty (20) calendar days of such review period, the Department may provide notice to the Grantee that it intends to rebut some or all aspects of the presentation, publication or other media release. The Department will then have thirty (30) calendar days from the date of notice to prepare and submit such rebuttal to the recipients identified by the Grantee. Within the review period, the Department 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 grant 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.

At the Department's sole discretion, the Department 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 California 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 California Department of Pesticide Regulation. The contents do not represent the official views or policies of the State of California."

The parties shall comply with Government Code 13989 et seq, including but not limited to:

- 1) The Grantee is responsible for ensuring that any publishing or copyright agreements concerning submittal of peer-reviewed manuscripts fully comply with Government Code section 13989 et seq.
- 2) For a peer-reviewed manuscript accepted for publication, the Grantee shall ensure that the peer-reviewed manuscript be available no later than 12 months after the official date of publication on a publicly accessible repository approved by the State, including but not limited to:
 - (a) CSU ScholarWorks at the Systemwide Digital Library (<http://www.calstate.edu/library/>).
 - (b) UC California Digital Library (<https://www.cdlib.org/>).
 - (c) PubMed Central (<https://www.ncbi.nlm.nih.gov/pmc/>).
- 3) The Grantee shall instruct the Principal Investigator to report to the Department the final disposition of the peer-reviewed manuscript, including but not limited to:
 - (a) Whether it was published.
 - (b) Where it was published.
 - (c) When it was published.
 - (d) When the 12 month period after publication expires.
 - (e) Where the manuscript will be available for open access.
- 4) The Department shall retain information regarding all issued research grants that resulted in published works.

SEVERABILITY

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

SUBAWARD (UC/CSUS ONLY)

Agreement issued to a subawardee by the UC/CSUS to perform a portion of scope of work.

SUBAWARDEE (UC/CSUS ONLY)

An entity other than the prime UC/CSUS campus that performs a portion of the scope of work, as identified in this grant agreement, and includes the following: subrecipient, subcontractor, and consultant.

SUBAWARDS (UC/CSUS ONLY)

The UC/CSUS will expressly identify subawards in the scope of work, the budget, or any amendments to the subaward agreement.

The UC/CSUS will incorporate into any subaward agreement for work identified in this grant 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 (Exhibit C - Other Terms and Conditions).
- 4) Patents (if applicable).
- 5) Copyrights (if applicable).
- 6) Data rights (if applicable).
- 7) Audits.
- 8) Invoicing and payment (Exhibit B3 - Invoice Elements and Exhibit C - Other Terms and Conditions).
- 9) Indemnification.
- 10) Any other provisions required by statute regulation applicable to this grant agreement.

The UC/CSUS 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 grant agreement. Nothing contained in this grant agreement, or any subsequent amendment to this grant agreement, shall create any contractual relationship between the Department and any subawardee, and no subawardee shall relieve the UC/CSUS of its responsibilities and obligations hereunder. The UC/CSUS shall provide copies of subaward documents upon request by the Department.

Any substitution or addition of subawardees identified in this grant agreement must be approved in writing by the Department in advance of assigning work to substitute or new subawardees. The Department will decide whether to seek authorization to allow the UC/CSUS to proceed with the proposed substitute or additional subawardee, and the UC/CSUS will provide assistance to the Department upon request in order to meet these requirements.

SUBRECIPIENT (UC/CSUS ONLY)

A collaborating entity of the UC/CSUS that is responsible for programmatic decision making and completing a portion of the scope of work.

TERMINATION

The Department's authorized official may terminate this grant agreement with or without cause upon thirty (30) calendar days written notice to the University. Upon receipt of the Department'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 grant agreement. In accordance with the invoice provisions of this grant agreement the Department 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 grant agreement.

The Grantee's authorized official may terminate this grant agreement for good cause and upon thirty (30) calendar days written notice to the Department 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 grant agreement. In accordance with the invoice provisions of this grant agreement the Department 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 grant agreement.

Good cause is defined as impossibility of performance or frustration of purpose. Good cause does not include material breach or termination for convenience.

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 grant agreement, that is fully or partially completed up to the termination date, will be provided to the Department.

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 grant 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 budget.

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.

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 Department may issue a Suspension Notice. The Notice must identify the specific Executive Order or directive and this grant agreement number subject to the suspension. Work charged to the Department 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.

The Grantee shall include in any agreement with any subcontractor or subawardee (UC/CSUS only) retained for work under this grant agreement a provision that entitles the Grantee to suspend or terminate the agreement with the subcontractor or subawardee (UC/CSUS only) for any reason on written notice and on the same terms and conditions specified in this section.

TIMELINESS

Time is of the essence in this grant agreement and the Grantee shall proceed with and complete the project in an expeditious manner.

TRAVEL AND PER DIEM EXPENSES

No travel outside the State of California is permitted under this grant agreement.

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:

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.

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.

Meals - Reimbursement shall be for actual expenses, subject to the following maximum rates. Receipts are not required for regular short-term travel meals.

Breakfast	\$7
Lunch	\$11
Dinner	\$23
Incidentals	\$5

Lodging

County	Maximum Lodging
All counties except those listed below	\$90 not including tax
Napa, Riverside, Sacramento	\$95 not including tax
Marin	\$110 not including tax
Los Angeles, Orange, Ventura & Edwards AFB, excluding the City of Santa Monica	\$120 not including tax
Monterey, San Diego	\$125 not including tax
Alameda, San Mateo, Santa Clara	\$140 not including tax
City of Santa Monica	\$150 not including tax
San Francisco	\$250 not including tax

In circumstances where the Grantee cannot obtain the state per diem lodging rate, verification from the hotel that such a rate was not available to the Grantee 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 \$0.58 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., Title 2, §§ 599.627, 599.628.)

UNENFORCEABLE PROVISION

In the event that any provision of this grant agreement is held to be unenforceable, then the parties agree that all other provisions of this grant agreement shall continue to have full force and effect.

VENUE

The Department and the grantee agree that any action arising out of this grant agreement shall be filed and maintained in the Superior Court, County of Sacramento, California, or in the United States District Court, Eastern District of California. The Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.