

Updated RGPO Grant Administration Manual Overview

FY 2014-15

Below is a summary overview of the areas updated for the FY 2014-15 RGPO Grant Administration Manual (GAM) to be released in July, 2015. Please note that all changes referenced in this overview summary are in effect as of July 1, 2015 or sooner (if noted below).

Cost Share

Voluntary committed cost sharing is not expected by RGPO or used as a factor during the merit review of applications or proposals. Cost share may only be considered as part of the merit review for an award if the cost share requirement is specified as mandatory in the application materials. When cost share is designated as mandatory, “unrecovered” Facilities and Administration Costs (F&A) on the direct costs as well as the “computed” F&A on the direct costs may be included as part of cost sharing or matching only with the prior approval of RGPO.

Indirect Cost Rates

For all RGPO projects that allow grantees to recover the full amount of their federally negotiated indirect cost rate agreement, grantees must also accept the full federally recognized F&A rate for all award subcontractors.

If a grantee or subcontractor does not have a federally negotiated F&A rate at the time of the proposal submission, the grantee and/or subcontractor may estimate what the federally negotiated rate will be at the time of award and include this rate in the proposed budget, or may request a “De Minimis” F&A rate of 10% MTDC. A higher indirect rate that has been accepted for state or local government contracts may be approved at the discretion of the applicable RGPO Program Director and the RGPO Executive Director.

Monitoring and Payment of Subcontractors

It is the grant recipient’s responsibility to monitor the performance of all subcontractors receiving funds from an RGPO grant award. Monitoring may include reviewing the subcontractor’s financial and programmatic reports and, when appropriate, evaluating the subcontractor’s completed milestones and deliverables. Grantees should thoughtfully review the subcontractor’s performance in these areas before signing any invoice authorizing payment of funds to a subcontractor.

Grant recipients must pay subcontractor invoices (for cost reimbursable subawards) within 60 days of receipt of the subcontractor’s invoice unless the recipient believes the invoice is improper.

Conflict of Interest

RGPO grant recipients must adhere to the Federal OMB Uniform Guidance regarding conflict of interest. Grant recipients must establish safeguards to prevent employees, consultants, subcontractors, members of governing bodies, and others who may be involved in grant-supported activities from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others (such as those with whom they have family, business or other ties). These safeguards must be reflected in written standards of conduct. No employee, officer, or agent of a grantee may participate in the application or administration of any RGPO award or contract funded by an RGPO award if he or she has a real or apparent conflict of interest. The officers, employees, and agents of the grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from award contractors or parties to subawards. The grantee's standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the grantee.

The grant recipient is not required to submit its general standards of conduct to RGPO for review or approval; however, a copy must be made available to each officer of the grantee, employee, subcontractor and consultant working on the grant-supported project or activity, and each member of its governing board. A copy must also be provided to RGPO upon request. The grantee is responsible for enforcing its standards of conduct, taking appropriate action on individual infractions and informing the program if the infraction is related to an award. If a suspension or separation action is taken by a grantee against a PI or other key personnel under an RGPO grant, the appropriate RGPO Program Officer must be notified immediately.

Disclosure of Violations

All RGPO grantees and subcontractors must disclose, in a timely manner, in writing to RGPO all violations of federal and California criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Written disclosure must be made to the RGPO Executive Director, Program Director and the Office of the University Auditor.

Return of Interest

Non-UC institutions must maintain advance payments for each RGPO grant award(s) in an interest-bearing account, unless the following apply:

- The non-UC institution receives less than \$50,000 per year for the RGPO award
- The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$100 per year on RGPO cash balances
- The depository would require an average or minimum balance so high that it would not be feasible

Interest earned amounts up to \$100 per year may be retained by the grant recipient for administrative expenses. Any additional interest earned must be returned to RGPO.

Equipment and Residual Supplies

Equipment: Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the recipient institution for financial statement purposes, or \$5,000.

When original or replacement equipment acquired under an RGPO award is no longer needed for the original project or program or for other activities currently or previously supported by the awarding RGPO program, the recipient institution must request disposition instructions from RGPO regarding the equipment. Upon receipt of the disposition request, RGPO reserves the right to transfer title for this equipment to The UC Regents or to a third party, or elect to allow title for the equipment to reside with the Recipient institution. As part of the disposition request, recipients are encouraged to explore opportunities for use of the equipment for other related purposes *within* the recipient institution, and include information regarding the proposed repurposing of the equipment with the disposition request.

If RGPO elects to retain or transfer title of the equipment to a third party, the reasonable cost of mailing and/or shipping return of the equipment will be paid by RGPO.

Residual Supplies: Supplies are defined as all tangible personal property other than property defined as “equipment” pursuant to the federal Uniform Administrative Requirements. If the recipient institution has unused supplies exceeding \$5,000 (current market value) at the end of the grant award period, and these supplies are no longer needed for the original project or program or for other activities currently or previously supported by the awarding RGPO program, the recipient institution must present an inventory and disposition request regarding the unused supplies to RGPO. This inventory and disposition request must be submitted no later than 90 days after the end date for the grant award. Upon review of the residual supplies inventory list and disposition request, RGPO reserves the right to transfer the unused supplies to The UC Regents or to a third party, or elect to allow the unused supplies to be allocated to the recipient institution. As part of the disposition request, grantees are encouraged to explore opportunities for use of the supplies for other related purposes *within* the recipient institution, and include information regarding the proposed repurposing of the supplies with the disposition request.

If RGPO elects to retain or transfer the supplies to a third party, the reasonable cost of mailing and/or shipping return of the supplies will be paid by RGPO.

Records Retention

Financial records, supporting documents, statistical records, and all other grant-related records pertinent to an RGPO award must be retained for a period of three years from the date of submission of the Final Fiscal (expenditure) Report. Recipients of RGPO grant funds may be subject to the examination and audit of The UC Regents and/or the Auditor General of the State of California for a period of three years after receipt of Final Fiscal and/or Progress Report.

RGPO Open Access Policy (Effective April 22, 2014)

The UCOP Research Grants Program Office (RGPO) is committed to disseminating research as widely as possible to promote the public benefit. To that end, all RGPO grantee institutions and researchers grant RGPO a nonexclusive, irrevocable, worldwide license to exercise any and all rights under copyright and in any medium for all scholarly articles and similar works generated as a result of an RGPO grant award, and agree to authorize others to do the same, for the purpose of making their articles widely and freely available in an open access repository. This policy does not transfer copyright ownership, which remains with the author(s) or copyright owners.

Scope and Waiver (Opt-Out): The policy applies to all scholarly articles and similar works authored or co-authored as a result of research sponsored by an RGPO grant, except for any articles published before the adoption of this policy and any articles for which the grantee institution and/or researchers entered into an incompatible licensing or assignment agreement before the adoption of this policy. Upon express written request of the institutional grantee and/or researcher, RGPO will waive the license for a particular article or delay “open access” to the article for a specified period of time.

Deposit of Articles: To assist the RGPO in disseminating and archiving the articles, the grantee institution and all researchers to the grant award will commit to helping the RGPO to obtain copies of the articles that are published as a result of an RGPO sponsored grant award. Specifically, each author will provide an electronic copy of his or her final version of the article to the RGPO by the date of its publication for inclusion in an open access repository, subject to any applicable waiver or delay referenced above. Notwithstanding the above, this policy does not in any way prescribe or limit the venue of publication.

Due Date for Final Progress and Fiscal Reports

The final fiscal and the final progress reports will now both be due no later than 90 days after the award termination date.

Overdue and Delinquent Reports

Reports not received by the due dates become overdue. Once a report is more than one month overdue it becomes delinquent and a 30-day warning notice is delivered to

the PI(s) and Contracts and Grants official assigned to the grant. We encourage the PI(s) and Contracts and Grants officials to respond directly to any phone, e-mail or letter notifications of overdue/delinquent reports. Please let the Program Officer know the reasons for the delay in submission, and provide an expected date of compliance. Once a report is more than two months overdue without adequate response, then a final 60-day action notice will be sent. At this point the PI(s) and institution will risk recall of funds. In addition, PIs with delinquent reports risk rejection of future applications for funding. Finally, an institution having a grant with reports that are greater than two months overdue, that has not responded to a final 60-day action notice, will have all future grant disbursements from RGPO frozen. A violation of this policy on any RGPO grant award will also result in a funding recall and/or grant application disqualification for the Principal Investigator **and the applicant(s) institution** regarding all RGPO grant programs.