

CALIFORNIA MODEL AGREEMENT GUIDE

FEBRUARY 14, 2020

California Model Agreement Guide

For use with the California Model Agreement with UC and CSU for Research, Training or Services

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The following CMA Documents are housed on the UCOP California Model Agreement Templates web page: [University Model Agreement Page](#)

- **Model Agreement Template (current version)**
 - **UTC-220 University Terms & Conditions (current version)**
 - **Model Agreement MOU between DGS, CSU and UC (current version)**
 - **Patent Rights Provisions (previously negotiated – for Exhibit G, when necessary)**
- Archive versions of the foregoing*
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Introduction to the California Model Agreement

As a result of Assembly Bill 20 (2009/2010 Legislative Session and chaptered into statute as Education Code §67325 et seq.), the State Department of General Services (DGS), University of California (UC) and California State University (CSU) negotiated a model agreement to be used by State agencies (State) when providing a grant or a contract to the UC or CSU (each, University, or collectively Universities) for research, training or services.¹ This legislation, and the resultant California Model Agreement (CMA), aimed to optimize internal resource use, minimize agreement execution delays, and standardize post-award management, resulting in more efficient and effective relationships between State agencies and University campuses.

The CMA includes Exhibits, some of which are mandatory and some optional, that can be assembled to meet the unique needs of a project or program. Every agreement will include a CMA Standard 213, face page, a scope of work with itemized deliverables, information about key personnel, a budget, invoice elements, and standard terms and conditions. Additional templated exhibits are available to further customize an individual project.

The *terms and conditions* component is contained in Exhibit C and is formally called the University Terms and Conditions (UTC). The UTC may be updated from time to time by DGS and the Universities. A numeric suffix designates the version of the UTC. (For example, the first UTC was released in January, 2016 and was the “UTC-116.”)

The CMA and UTC were first implemented in January 2016. An implementing Memorandum of Understanding (MOU) executed by DGS, UC Office of the President (UCOP) and CSU Chancellor’s Office (CSUCO) on November 2, 2015 committed the parties to certain ongoing tasks, including soliciting feedback from state agencies and University campuses on the utilization of the CMA; meeting to update the CMA and UTC, if necessary, and updating and maintaining this **California Model Agreement Guide**.

Purpose of this Guide

This Guide provides State agencies and University campuses guidance on how to complete the standard CMA components, including exhibits. For the purposes of this Guide, the term “proposal” refers to any application or submission to a state agency for research, training, or service, as referenced in Education Code section 67325.

There may be certain standard contract provisions or Exhibit formats in the CMA that the contracting parties mutually agree are inadequate or inappropriate for a specific project. The legislature’s intent is for variations to be used only in unusual situations; however, Education Code section 67327(b) permits the parties to negotiate alternative terms and exhibits customized to the needs of the parties for an agreement.² This Guide does not address how to complete the contract documents when alternate terms and/or exhibits are utilized by agreement of the parties, nor does it have regulatory or statutory effect. When alternative terms are utilized, the parties shall document them on Exhibit G. See this Guide at “Exhibit G – Negotiated Alternate UTC Terms” on page 24.

¹ Informational Technology (IT) service contracts have specific requirements that are not included in the CMA.

² California Education Code §67326(g): “It would be more cost effective and efficient if the state and the University of California and the California State University would establish standardized “boilerplate” provisions that would apply to all contracts between the state and the University of California or the California State University, allowing for variations only in unusual situations.”

Additionally, to the extent that DGS, UCOP and CSUCO, in consultation with a state agency, determine that use of the CMA and UTC would be inappropriate or inadequate for a specific project, an exemption from the use of the CMA and UTC may be granted under Education Code section 67327(d). The exemption process is set forth at the end of this Guide.

The most recent and archived versions of the MOU, the CMA, and the UTC can be found at: <https://www.ucop.edu/research-policy-analysis-coordination/research-sponsors-agreements/state-of-california/california-model-agreement.html>, on the UCOP Research Policy Analysis & Coordination website at <https://www.ucop.edu/research-policy-analysis-coordination/research-sponsors-agreements/state-of-california/cma-templates.html>, and on the CSUCO Business and Finance, Financial Services website at <https://www2.calstate.edu/csu-system/administration/business-finance/financial-services/Pages/california-model-agreement-resources.aspx>.

1) University Proposal Review & Approval Process

Before any Agreement is issued by the State, the University will submit a proposal to the State that describes the work to be done (Scope of Work) and the costs to complete the Scope of Work (Budget). The basic elements of a complete proposal are described below and are components (or exhibits) of the CMA. This demonstrates the modular nature of the CMA. Exhibits populated as a proposal will be assembled by the sponsoring State agency into the award document, if the proposal is selected for funding. Once the academic department and Principal Investigator (PI) complete the proposal exhibits, the proposal must be reviewed and approved by an Authorized Official, in the University's contract & grant, sponsored projects office, or business contracts office (for certain service contracts) who can commit the University to the agreement. University personnel must follow University campuses' internal processes and procedures governing proposal submission when submitting a proposal to the State.

2) Proposal Instructions

The following describes the process for developing a proposal to a State agency by a UC or CSU campus for research, training and services.

A note on State agency Requests for Proposals (RFPs) that require non-CMA proposal forms:

A State agency may require use of specific forms for submitting a bid or proposal for a particular project. In such case, the University may use the State's desired forms. This streamlines the agency's review of the responses to the RFPs and enables it to readily select the winning bidder.

The proposal that is submitted in the state's requested format must be converted to the CMA template at the time of final award. The PI will need to complete certain CMA components (mainly scope of work, itemized deliverables, key personnel, and budget) at or before the award stage. (It is not the responsibility of the University central administrative office, or the State agency, to complete these CMA components at the award stage.) This step is necessary because the final agreement needs to conform to the CMA pursuant to Education Code section 67325, et seq. regardless of the form of the agreement that the state utilized for the RFP, subject to any alternative terms to which the parties agree pursuant to Education Code section 67327(b).

While developing your proposal, be mindful not to include proprietary, confidential information or trade secrets in the description section. If the application is funded, the proposal will be subject to the California Public Records Act (CPRA).

Elements of Proposal – using CMA forms

Absent a requirement from a state agency that program-specific, non-CMA application forms be used, proposals to the State will include, at a minimum, a complete Scope of Work (Exhibit A – Exhibit A6) and a complete budget (Exhibit B, B1 and B2 if there are subrecipients). Other elements, such as letters of support, can be included at the funding State agency’s request or as deemed necessary by the University’s PI.

Proposals should not be submitted to a state agency absent appropriate University proposal submission approvals as required by University policy.

a) State/University Proposal Cover Sheet

University proposals may be accompanied by a completed [Proposal Cover Sheet](#), signed by the University’s Authorized Official. Regardless of whether CMA forms or agency-specified forms are used for a proposal, the University authorized official approval (on the Proposal Cover Sheet or otherwise) is required. An optional Proposal Cover Sheet can be found at the end of this CMA Guide and looks like this:

Cover Sheet

University Proposal to State

Proposal To:		<state agency>	Due Date:	<date>
		<state agency address>	Submitted:	<date>
State Agency Contact:		<contact name>	Phone #:	<contact phone#>
		<contact title>	Email:	<email>
Project Title:		<title>		
University Name:		<University Name>		
Award To:		<Official Name of Awardee>		
Project Period:		<start date>	to	<end date>
		Funding Amount: <project cost>		
IT Activity/Component?		No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	If yes, then explain in a coversheet addendum.
University PI:		<PI name>	Phone #:	<contact phone#>
		<University>	Email:	<email>
		<Department>		
		<address>		
Authorized University Official:		<AO name>	Alternate Contact:	<Alternate contact name>
		<address>	<contact phone#>	
		<telephone>	<email>	
		<email>		
I certify that this proposal is compliant with the State & University Proposal and Administration Manual and that the Principal Investigator has approved the Scope of Work and Proposed Budget Estimate, which are compliant with University Policy.				
Authorized Official Signature				
<AO name>		Date: <date>		
<AO title>				

Instructions for populating these fields are below.

Populating the 'University Name' and 'Award To' fields on the Proposal Cover Sheet:

The University Name is the campus or CSU auxiliary name. The 'Award To' field should contain the legal name of the entity receiving the award.

EXAMPLES	University Name:	Award To:
For an award to UC Berkeley	UC Berkeley	The Regents of the University of California on behalf of its Berkeley campus
For an award to a CSU auxiliary organization	CSU Sacramento	University Enterprises Incorporated
For an award to a CSU University	San Francisco State University	San Francisco State University

Populating the ‘IT Activity/Component’ question on the Proposal Cover Sheet:

California Technology Agency (CTA) – SCIT (Service Contract Information Technology) Certification

In accordance with State Contracting Manual (Volume 1) §1.05, Classification of Contracts, Section B5, a non-Information Technology (IT) services contract is one where the sole or primary purpose is providing non-IT services. The CMA template does not contain all necessary terms for a service agreement wherein the *primary* purpose is for a University campus to provide IT activities (as defined in the State Administrative Manual (SAM) section 4819.2 excerpted below) to a state agency. However, sometimes a non-IT services contract may include some IT activity so long as the IT activity is not the primary purpose of the project.

To assist the State agency in determining if the University is performing an IT activity in a non-IT services agreement, as defined below, check “No” or “Yes” on the Proposal Cover Sheet. If “Yes”, provide additional information on the IT Activity/Component Addendum, including a description of the ancillary IT activity or component and how it is necessary to complete the project, but not primary to the project’s purpose.

IT activities are defined in SAM section 4819.2 as follows:

Information Technology Activities. Any activity listed below, or any combination of these activities for a single information technology project, is to be considered an “information technology activity.”

1. IT facility preparation, operation and maintenance.
2. Information management planning.
3. Feasibility determination, development and implementation of application systems or programs, or changes to application systems or programs to meet new or modified needs, or maintenance, including: Project Approval Lifecycle State/Gate deliverable preparation, systems analysis, systems design, purchase and installation of software, programming, conversion of data or programs, documentation of systems and procedures, and project appraisal or assessment.
4. Operation of application systems or programs including handling, assembling, or editing of input-output data or media where information technology equipment or information technology personnel are used.
5. Information Technology Procurement.

6. Installation, operation, and maintenance of data processing equipment, IT equipment, goods and services and software.
7. Other installation management activities including performance measurement, system tuning, and capacity management.
8. Preparation and administration of requests for proposals or bid solicitations for contracts for any of the above activities.
9. Preparation of contracts, interagency agreements, and purchase estimates for any of the above activities.
10. Employment of personnel in support of, or directly related to, any of the above activities, including: administration, technical services, clerical services, travel, training, and preparation of periodic and special reports.
11. Control functions directly related to any of the above activities.

b) Scope of Work (Exhibit A)

In its proposal, the University will include a Scope of Work (which may have been prepared by the University, the State, or both parties). At the top of Exhibit A, the University will select whether the agreement will be a grant or contract and whether or not this is a research project.^{3 4} The University will populate the PI Name and Project Title.

Exhibit A – Scope of Work

Project Summary & Scope of Work

Contract Grant

Does this project include Research (as defined in the UTC)? Yes No

PI Name:

Project Title:

Government Code §13989 et seq, imposes open access publication obligations on University recipients of research grants from Stage agencies. These requirements, including when they are triggered, are set forth in Exhibit C (the University Terms and Conditions (UTC)) at section 17. Right to Publish in the **University Terms and Conditions**.

The University shall indicate if the project to be funded includes research.⁵ For the purposes of this question research is defined as an investigation or experimentation aimed at the discovery and interpretation of facts, revision of accepted theories or laws in the light of new facts, or practical application of such new or revised theories or laws.

³ If the state agency disagrees with the University’s determination of whether the agreement is a contract or a grant, the state agency can check the correct box for contract or grant at the award stage.

⁴ If the state agency disagrees with the University’s determination of whether the project includes research, the state agency can check the correct box for whether the project includes research at the award stage.

⁵ Id.

Please also note that if the contract or grant is a research project, all applicable regulatory and compliance safeguards must be addressed prior to initiation of the project, including processes relating to human subject and animal protection (which may include the approval of the California Committee for the Protection of Human Subjects. (45 C.F.R. § 46, California Civil Code § 1798.24.).

Project Summary/Abstract

The Project Summary/Abstract serves as a succinct and accurate description of the proposed work when separated from the application and may be populated by the University. This section can include the proposal's long-term objectives and the specific aims of the proposed work. This section should be informative to persons working in similar or related fields and understandable to a scientifically or technically literate reader. Avoid describing past accomplishments and the use of the first person.

Project Summary/Abstract

Briefly describe the long-term objectives for achieving the stated goals of the project.

[]

Below the Project Summary/Abstract are two checkboxes related to circumstances where third-party confidential information could be provided to University by the State. The parties are to consult with each other to determine if either circumstance applies to the agreement and ensure that this portion is completed either at the proposal stage or at the time of award.

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 University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7, Third Party Confidential Information.

Below the Summary/Abstract and checkboxes is space for the full Scope of Work (Exhibit A)

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.

[]

The University will describe the goals of the proposed project and summarize the expected outcomes. It will include 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. The State should carefully review the Scope of Work to ensure it meets the agency's needs and to work out any ambiguities or questions with the University.

The University will describe the overall strategy, methodology, and analyses to be used to accomplish the specific aims of the project, including a description of work to be performed by any subawardees, subrecipients and subcontractors. It will include how the data will be collected, analyzed, interpreted, and if required, delivered, as well as any resource sharing plans as appropriate. The potential problems, alternative strategies, and benchmarks for success anticipated to achieve the aims should be included.

Agency RFP forms note: If the proposal process of the state agency requires a particular form or forms, then the agency grant proposal forms should be used. At the award phase, the Scope of Work

page(s) of the state application package can be labeled “Exhibit A” and added to the CMA award package, so long as no terms and conditions are included in the Scope of Work.

Schedule of Deliverables (Exhibit A1)

Exhibit A1 includes a bifurcated table for listing all items that will be delivered to the State under the proposed Scope of Work, which may include reports, including draft reports for State review, and if requested by the State and agreed to by the Parties, data sets, and software.

Agency RFP forms note: Any deliverables included in the Agency-specific proposal forms must, at the award stage, be populated on Exhibit A1.

Exhibit A1 - Deliverables

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.

If use of any Deliverable is restricted or is anticipated to contain preexisting Intellectual Property with any restricted use, it will be clearly identified in Exhibit A4, Use of Preexisting Intellectual Property & Data.

Unless otherwise directed by the State, the University Principal Investigator shall submit all Deliverables to the State Contract Project Manager, identified in Exhibit A3, Authorized Representatives.

Deliverable	Description	Due Date
The following Deliverables are subject to Section 19. Copyrights, paragraph B of Exhibit C		

For any Deliverables listed in the top half of the table at Exhibit A1, the University will own the copyright to the Deliverables and the State will have a license to use such Deliverables per UTC Section 19 (A).

For any Deliverables listed in the bottom half of the table at Exhibit A1, the State agency will own the copyright to Deliverables, subject to a reserved right for the University 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, unless such use is prohibited by law.

It is important for the parties to carefully review Exhibit A1 to ensure their intent as to which party will own the copyright for identified Deliverables is accurately reflected in the contract.

If use of any Deliverable is restricted or is anticipated to contain Preexisting Data or copyrightable works with any restricted use, populate part C of Exhibit A4, Use of Intellectual Property & Project Data.

Key Personnel (Exhibit A2)

The University will identify Key Personnel on Exhibit A2. Key Personnel are defined as 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.

Typically, these individuals have doctoral or other professional degrees, although other individuals should be included if their involvement meets the definition of Key Personnel. Key Personnel does not include students or other named staff not specifically required for completion of the Scope of Work.

In Exhibit A2, the University will list the PI, by last name, first name followed by Co-PIs. Then, all other Key Personnel will be listed by last name. For each individual on this exhibit, the University will include his/her name, institutional affiliation, and role on the proposed project. *Additional consecutively numbered pages can be used as necessary.* It is important that only Key Personnel are listed on Exhibit A2, as any changes in Key Personnel throughout the project will require prior approval, and likely a formal amendment, from the State agency.

Exhibit A2 – Key Personnel		
KEY PERSONNEL		
<i>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.</i>		
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>

Authorized Representatives and Notices (Exhibit A3)

As part of the proposal package the University will fill in the University Contacts section of Exhibit A3. The funding State agency will fill in the corresponding State contacts in Exhibit A3 when a funding agreement is issued.

Exhibit A3 – Authorized Representatives

AUTHORIZED REPRESENTATIVES AND NOTICES

The following individuals are the authorized representatives for the State and the University 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.

State Agency Contacts	University Contacts
Agency Name: <Agency Name> Contract Project Manager (Technical) Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>	University Name: <University Name> Principal Investigator Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress> Designees to certify invoices under Section 14 of Exhibit C on behalf of PI: 1. <Name>, <Title>, <EmailAddress> 2. <Name>, <Title>, <EmailAddress> 3. <Name>, <Title>, <EmailAddress>
Authorized Official (contract officer) Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress> Send notices to (if different): Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Email: <EmailAddress>	Authorized Official Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress> Send notices to (if different): Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Email: <EmailAddress>

The Authorized Official for the University is the representative in the Sponsored Projects, Contracts & Grants, or Business Contracts Office, who can commit the institution to the agreement, amendments thereto, and receive notices on behalf of UC, CSU or the state agency, respectively. The Administrative Contact is the individual responsible for the day-to-day administration of the agreement. The Fiscal Contact is the representative authorized to certify the accuracy of the invoices submitted to the State under the agreement. As the University supplies this information at the proposal stage, the State shall identify its authorized representatives and contacts prior to the agreement being executed.

As Section 14 of Exhibit C requires PI (or designee) certification of the invoices submitted to the state agency for payment, alternate investigators or signors may be added in this section and will have authority to certify when the PI is not available.

Similarly, to allow some flexibility in financial certification of each invoice, the Authorized Financial Contact for the University may also designate alternate individuals with authority to certify invoices, as indicated below.

<p>Administrative Contact</p> <p>Name: <Name> <Title></p> <p>Address: <Department> <Address> <City,State,Zip></p> <p>Telephone: <Telephone#></p> <p>Fax: <Fax#, if available></p> <p>Email: <EmailAddress></p>	<p>Administrative Contact</p> <p>Name: <Name> <Title></p> <p>Address: <Department> <Address> <City,State,Zip></p> <p>Telephone: <Telephone#></p> <p>Fax: <Fax#, if available></p> <p>Email: <EmailAddress></p>
<p>Financial Contact/Accounting</p> <p>Name: <Name> <Title></p> <p>Address: <Department> <Address> <City,State,Zip></p> <p>Telephone: <Telephone#></p> <p>Fax: <Fax#, if available></p> <p>Email: <EmailAddress></p>	<p>Authorized Financial Contact/Invoicing</p> <p>Name: <Name> <Title></p> <p>Address: <Department> <Address> <City,State,Zip></p> <p>Telephone: <Telephone#></p> <p>Fax: <Fax#, if available></p> <p>Email: <EmailAddress></p> <p>Designees for invoice certification in accordance with Section 14 of Exhibit C on behalf of the Financial Contact:</p> <ol style="list-style-type: none"> 1. <Name>, <Title>, <EmailAddress> 2. <Name>, <Title>, <EmailAddress> 3. <Name>, <Title>, <EmailAddress>

Use of Intellectual Property & Data (Exhibit A4)

This exhibit is used to identify all intellectual property and/or data that may have restrictions on use because they are not owned by either party or have licensing restrictions.

As part of the proposal submission, the University will **leave Section A of Exhibit A4 blank**. This section is to be filled out by the State if the State is providing intellectual property or data with use restrictions.

Exhibit A4 – Use of Intellectual Property & Data

USE OF INTELLECTUAL PROPERTY & DATA

If either Party will be using any third-party or pre-existing intellectual property (including, but not limited to, copyrighted works, known patents, trademarks, service marks and trade secrets) "IP" and/or Data with restrictions on use, then list all such IP/Data and the nature of the restriction below. If no third-party or pre-existing IP/Data will be used, check "none" in this section.

A. State: Preexisting IP/Data to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

None or List:

Owner (Name of State Agency or 3 rd Party)	Description	Nature of restriction:

If the University knows of any third-party or pre-existing intellectual property or data that have restrictions on use and will be included in Deliverables listed at Exhibit A1, then the University is to **list all such pre-existing intellectual property or data and the nature of the restriction in Section**

B of Exhibit A4. If no third-party or pre-existing intellectual property or data is anticipated to be included in Deliverables, check “none” in this section.

B. University: Restrictions in Preexisting IP/Data included in Deliverables identified in Exhibit A1, Deliverables.

None or List:

Owner (Name of University or 3 rd Party)	Description	Nature of restriction:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the University 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 laws preventing the use or disclosure of personally identifiable subject information contained in a data set) then the University is to list all such anticipated restrictions in Section C of Exhibit A4. If there are no anticipated restrictions on use of the Project Data, then check “none” in this section.

C. Anticipated restrictions on use of Project Data.
If the University 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:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Résumé/BioSketch (Exhibit A5)

Utilize Exhibit A5 to attach a resume or biosketch, whichever appropriate for the agreement.⁶

Current & Pending Support (Exhibit A6)

University will provide current & pending support information for Key Personnel identified in Exhibit A2. The sample below is intended to provide guidance regarding the type and extent of information requested on the Current & Pending Support Form. The “Proposed Project” is this application that is submitted to the State. It is required and represents the scope of the projects of the Key Personnel.

⁶ See California Public Contract Code § 10371 and consult with the subject state agency for details.

Format

PI: NAME OF INDIVIDUAL		SAMPLE			
Status (<i>currently active or pending approval</i>)	Award # (<i>if available</i>)	Source (<i>name of the sponsor</i>)	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

Please use the following to complete the information for current and pending support:

Information on active and pending support is required for Key Personnel. For individuals with no other active or pending support, indicate “None.”

Status: Identify if project is currently funded or pending approval.

Award Number: If available, include a code or identifier for the award.

Source: Identify the agency, institute, foundation, or other organization that is providing the support.

Project Title: Provide the full project title for each entry.

Dates of Approved/Proposed Project: Indicate the inclusive dates of the project as approved/proposed.

c) Budget and Budget Justification Instructions

The University and the PI have primary responsibility for understanding what costs are allowable on sponsored projects and determining if costs should be directly budgeted and charged to a project, or considered indirect costs and charged to the appropriate unrestricted account. The PI is also responsible for using funds in a manner consistent with State and University regulations, as well as any additional restrictions set forth in the agreement between the parties.

Costs are identified as either direct or indirect costs. **Direct costs** are 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. These costs should be detailed in the final approved budget (section c of the CMA Guide and provision 14 of the UTC) and can be directly charged to the sponsored project. **Indirect costs** are valid expenses of conducting research, instruction and other sponsored activities at University, but are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular project or program. (Examples of University indirect costs include expenses for payroll, accounting and utilities.) Indirect costs are reimbursed through the Indirect Cost rate (IDC). Absent a statute or regulation to the contrary, the Universities intend to charge the rate to the award based on the **Modified Total Direct Costs (MTDC, defined below)** of each project.

Direct Expenditures

To provide State agencies with the necessary flexibility to achieve the objectives of each project, the following provides guidance on determining appropriate direct expenditures to be charged to State agency agreements.

Direct expenditures charged to agency projects must be allowable according to the terms and conditions of the Agreement and the approved budget (Exhibit B), in accordance with State and University policy. All expenditures charged in similar circumstances will be treated consistently, regardless of funding source.

All direct expenditures shall be attributed with relative ease to a specific activity or project or multiple projects based on its direct benefit to the project or projects. If costs are to be attributed between multiple projects, there must be supporting documentation of how the pro-rated costs were attributed between the projects. If the benefit is spread over multiple projects and it is difficult to identify the direct benefit to each project with reasonable diligence, the cost must be considered an indirect cost. Refer to Indirect Cost under the Budget Narrative/Justification section, below.

See below for more details on budget categories and expenditures.

Proposed Budget for Project

Each budget category listed on the proposed budget (Exhibit B) must be justified as necessary to accomplish the Scope of Work in the Budget Narrative/ Justification (Exhibit B1). If the proposed project includes amounts for subrecipients, the composite budget for each subrecipient will be included in Exhibit B2.

Composite Budget (Exhibit B)

Each campus will follow its established budget process to populate the composite budget, Exhibit B. If awarded, Exhibit B will be incorporated into the Agreement. The composite budget timeframe can be adjusted to reflect project needs. Some State agencies may request a task-based budget in addition to the Composite Budget (Exhibit B) or require more budget detail and the parties may mutually agree to such modifications.

Exhibit B - Budget

Budget for Project Period



Principal Investigator (Last, First):

Exhibit B

COMPOSITE BUDGET FOR ENTIRE PROPOSED PROJECT PERIOD				
07/01/2016		to		06/30/2019

		7/1/2016 6/30/2017	7/1/2017 6/30/2018	7/1/2018 6/30/2019	
From: To:		Year 1	Year 2	Year 3	TOTAL
PERSONNEL: <i>Salary and fringe benefits.</i>		\$0	\$0	\$0	\$0
TRAVEL		\$0	\$0	\$0	\$0
MATERIALS & SUPPLIES		\$0	\$0	\$0	\$0
EQUIPMENT		\$0	\$0	\$0	\$0
CONSULTANT		\$0	\$0	\$0	\$0
SUBRECIPIENT		\$0	\$0	\$0	\$0
OTHER DIRECT COSTS (ODC)	Subject to ADC 6%				
ODC #1	Y	\$0	\$0	\$0	\$0
ODC #2	Y	\$0	\$0	\$0	\$0
ODC #3	Y	\$0	\$0	\$0	\$0
ODC #4	Y	\$0	\$0	\$0	\$0
ODC #5	Y	\$0	\$0	\$0	\$0
ODC #6	Y	\$0	\$0	\$0	\$0
TOTAL DIRECT COSTS		\$0	\$0	\$0	\$0
Indirect (F&A) Costs	F&A Base Rate MTDC *	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
TOTAL COSTS PER YEAR		\$0	\$0	\$0	\$0
TOTAL COSTS FOR PROPOSED PROJECT PERIOD		\$0	\$0	\$0	\$0

* MTDC = Modified Total Direct Cost

JUSTIFICATION. See Exhibit B1 - Follow the budget justification instructions.

Funds Reversion Dates: Unless otherwise specified, fund reversion dates are three years from fiscal year end of year funded

Annual Budget Flexibility (lesser of % or Amount)

Prior approval required for budget changes between approved budget categories above the thresholds identified.	%	10.00%
	Or	\$10,000
	Amount	

Annual Budget Flexibility: Please see section 4.d of this Guide and section 15.B Budget Flexibility in the UTC)

Program Income, when anticipated/applicable, is estimated on Page 2 of Exhibit B.

Budget Justification (Exhibit B1)

The proposed Exhibit B1 will contain the budget justification for the entire project period and will be incorporated in the agreement as Exhibit B1.

The following items pertain individually to the completion of the proposed budget. If a given budget category in subsequent years is escalated greater than 5%, additional justification for that category is required for the subsequent years.

Personnel

Name. Starting with the Principal Investigator list the names of all known personnel who will be involved on the project during 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. Identify the role of each individual listed on the project. Provide budget narrative in Exhibit B1, for ALL personnel by position, function, and a percentage level of effort. Include any “to-be-appointed” 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 University for an employee’s appointment, whether that individual’s time is spent on research, teaching, or other activities. If salary increases are expected in future years, be sure the budget reflects such salary increases. The budget is a projection of the anticipated costs of a project. While the University will only invoice the sponsoring State agency for actual costs incurred, it is important to budget for any anticipated escalations in salaries or benefits (especially for multi-year projects).

Percentage of Effort Devoted to Project. Enter the percent of effort devoted to the project. Effort will be proposed consistent with the University 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. If an unanticipated salary increase causes the budget category change to exceed the agreed upon budget flexibility, the University will request an amendment to the budget. As the State relies upon an accurate budget proposal to determine project costs and allocate resources accordingly, the University, to the extent possible, shall include all anticipated salary increases in the initial proposal.

Fringe Benefits. Fringe benefits will be requested in accordance with institutional guidelines for each position. Tuition and fee remission for graduate student employees is part of a graduate student’s benefit package. Most often, such costs are listed under the Fringe Benefits category. However, some state agencies have requested that tuition and fee remission for graduate student employees be listed in the “Other Direct Costs” category. Tuition and fee remission is excluded from the IDC calculation as tuition is not included in the MTDC base.

To the extent possible, the University shall include all anticipated increases to fringe benefit rates in the initial proposal.

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. As UC and CSU are not subject to Cal HR travel rates, DGS, CSU and

UCOP agreed that University travel will be reimbursed at University rates under the UTC. See Section 13 of the UTC (Exhibit C).

It is important that travel under a CMA-funded project comply with Assembly Bill 1887. AB 1887 restricts the use of State General Funds to pay for travel costs to states that have laws that discriminate based on sexual orientation, gender identity, and gender expression, or to states that have passed a law repealing such protections. The Attorney General maintains a listing of states impacted by this legislation, as well as exceptions: <https://oag.ca.gov/ab1887>.

Materials & Supplies

Itemize materials and supplies in separate categories, such as instructional supplies, chemicals, radioisotopes, etc. Include a complete justification of the project's need for these items in Exhibit B1. 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 purchase in Exhibit B1. In addition to the justification in Exhibit B1, provide details about the cost of the equipment or the aggregate components (when the aggregate total is greater than or equal to \$5,000) and quotes if available.

7.29 • EQUIPMENT PURCHASES
(Rev 11/12)

A. 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:

1. Request such equipment be returned to the State, with costs incurred by the contractor for such return being reimbursed by the State.
2. Authorize the continued use of such equipment for work to be performed under a different agreement or contract.

Note: Title to state-funded equipment is subject to SCM 7.29, unless otherwise stated in an Exhibit G.

Consultant Costs

An independent consultant is an individual not employed by the University who primarily provides professional or technical advice to the University without the University controlling the manner, means or methods of performance. Consultants are individuals/organizations who do not provide a percentage of effort to the project or program, but rather provide expert advisory or other services for brief or limited periods of time during the period of performance. 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 in Exhibit B1. 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 consortium organization participating in the programmatic objective of the project must provide a separate detailed budget for every year in the project period as detailed in Exhibit B2 Subawardee Budgets.

Subawards to consortium organizations usually involve personnel costs, supplies, and other allowable costs, including associated indirect costs.

Include a complete justification for the need for any subrecipient listed in the application in Exhibit B1, along with budget information for the initial budget period and subsequent budget periods (if applicable).

Other Direct Costs (ODC)

Itemize any other expenses by category and cost. These might include animal maintenance (unit care costs and number of care days), tuition remission (if not treated as a fringe benefit by University policy), participant payments, publication/printing costs, computer charges, equipment maintenance, service contracts and rental expense (apart from off-site facility rental, described below). Contractual costs for support services, such as the laboratory testing of biological materials, clinical services, or data processing, are occasionally sufficiently high to warrant a categorical breakdown of costs. Specifically justify costs that may typically be treated as indirect costs. For example, if insurance, telecommunication/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 that is not included in the University's negotiated IDC rate, rent may be charged as a direct expense, will not be subject to the indirect cost calculation.

Any exceptions must be justified in Exhibit B1. If the project does not support the full rental expense, then the rental expense should be prorated in accordance with the benefit to the project and the allocation amount or percentage will be identified and explained in Exhibit B1.

Indirect Costs (IDC)/Facilities & Administrative (F&A) Costs

Although California Education Code 67327(a) proposed that DGS, UCOP and CSUCO include in the CMA a provision regarding Administrative overhead and indirect costs, the parties were unable to reach agreement on such term. Therefore, there is no contractual or legally agreed upon indirect cost rate for state agreements to UC or CSU campuses. Indirect costs for each project must be mutually agreeable between the state agency and university in order for the project to proceed.

For all campuses of the UC and CSU systems, the budgeted IDC rate listed in Exhibits B and B2 will remain in effect for the entire funded project period of an agreement, unless the University is acting as a federally-funded subrecipient of a state agency pursuant to [2 CFR §200.93](#). Any additional funds not originally obligated and awarded will be subject to (i) the federally-funded subrecipient rate agreement (for federally funded projects) or (ii) a rate mutually agreed upon by the parties (for non federally funded projects).

If the State will fund the proposal using federal funds as a pass-through entity, the University may be acting as a subrecipient, as defined in 2 CFR § 200.93 or a contractor, as defined in 2 CFR § 200.23. The State will make the determination of whether the University is acting as a subrecipient or a contractor in accordance with 2 CFR § 200.330 on a project-by-project basis. In such cases where the University is acting as a subrecipient, the University will apply its federally negotiated F&A costs as required by [2 CFR §200.414](#) applied against the Modified Total Direct Cost (MTDC) base, using the federal definition, “MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.” (See [2 CFR §200.68](#).)

The federally-negotiated rate may escalate over time in accordance with the negotiated F&A Rate Agreement of the campus. Where the campus is acting as a federally-funded subrecipient of a state agency pursuant to [2 CFR §200.93](#), the escalation in the federally-negotiated rate must be captured in Exhibit B for the appropriate project period(s) as mandated by 2 CFR §200.414. University campuses are encouraged to share their federally negotiated F&A Rate Agreement with sponsoring State agencies.

Subawardee Budgets (Exhibit B2)

Whenever feasible, subawardees should be expressly identified in the proposal. However, in instances where it is not feasible or reasonable for early identification of subawardees, or a change in subawardee is necessary, the agreement can be amended by mutual agreement of the parties as noted in the UTC at Section 11.

Each participating subawardee organization must submit a separate detailed budget(s). Include in the Justification, Exhibit B1, the need for, and qualifications of, any subcontractor. Exhibit B2 for each subawardee should follow the same format as Exhibit B (for the university).

Exhibit B2 – Subawardee Budgets
Budget Pertaining to Subawardee(s) (when applicable)

Subawardee Name: _____

Exhibit B2

Principal Investigator (Last, First): _____

COMPOSITE SUBAWARDEE BUDGET FOR ENTIRE PROPOSED PROJECT PERIOD			
07/01/2016		to	06/30/2019

BUDGET CATEGORY	From:	7/1/2016	7/1/2017	7/1/2018	TOTAL
	To:	6/30/2017	6/30/2018	6/30/2019	
		Year 1	Year 2	Year 3	
PERSONNEL: <i>Salary and fringe benefits.</i>		\$0	\$0	\$0	\$0
TRAVEL		\$0	\$0	\$0	\$0
MATERIALS & SUPPLIES		\$0	\$0	\$0	\$0
EQUIPMENT		\$0	\$0	\$0	\$0
CONSULTANT		\$0	\$0	\$0	\$0
SUBRECIPIENT		\$0	\$0	\$0	\$0
OTHER DIRECT COSTS (ODC)	<i>Subject to IDC Calc</i>				
ODC #1	Y	\$0	\$0	\$0	\$0
ODC #2	Y	\$0	\$0	\$0	\$0
ODC #3	Y	\$0	\$0	\$0	\$0
ODC #4	Y	\$0	\$0	\$0	\$0
ODC #5	Y	\$0	\$0	\$0	\$0
ODC #6	Y	\$0	\$0	\$0	\$0
TOTAL DIRECT COSTS		\$0	\$0	\$0	\$0
Indirect (F&A) Costs	F&A Base				
	<i>Rate</i>				
	<i>MTDC *</i>	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
TOTAL COSTS PER YEAR		\$0	\$0	\$0	\$0
TOTAL COSTS FOR PROPOSED PROJECT PERIOD		\$0	\$0	\$0	\$0

* MTDC = Modified Total Direct Cost

JUSTIFICATION. See Exhibit B1 - Follow the budget justification instructions.

Annual Budget Flexibility (lesser of % or Amount)

Prior approval required for budget changes between approved budget categories above the thresholds identified.

%	10.00%
	<i>or</i>
Amount	\$10,000

Invoice Elements (Exhibit B3)

Exhibit B3 specifies the invoicing frequency and signature format, and contains the information and data elements that will be required on University invoices to State agencies. The standard Exhibit B3 will be incorporated in the final agreement. Subject to any project-specific Exhibit G, Universities are required to include all of the invoice elements in their invoice, whether in one document or multiple documents. If this can't be done, the university should contact their system office to discuss alternatives.

Exhibit B3 – Invoice Elements
Invoice and Detailed Transaction Ledger Elements

In accordance with Section 14 of Exhibit C – Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University's Financial Contact and the PI (or their respective designees).

Invoicing frequency

Quarterly Monthly

Invoicing signature format

Ink Facsimile/Electronic Approval

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
- 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 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.

d) Proposal Submission

When the proposal has been reviewed and approved by the University campus' sponsored projects or business contracts office, they will follow the campus' procedure for submitting the complete application to the funding State agency. That submission process may be a hard copy/paper submission mailed by US Postal Service or shipping carrier, or electronic submission by email, depending on the preference of the State agency. In this latter process, the application would be converted to Portable Document Format (pdf) prior to submission.

3) Contract & Grant Documents

As specified in the Memorandum of Understanding (MOU) executed by DGS, UC and CSU on November 2, 2015, the California Model Agreement terms will be used for all new agreements for research, training or services executed on or after January 1, 2016 unless an exemption under Education Code section

67327(d) has been granted or alternative terms have been negotiated between the parties pursuant to Education Code section 67327(b) and documented in an Exhibit G. A new Agreement is defined as the award of funds, not previously budgeted or appropriated, by a State agency to the UC or CSU.

California Model Agreement (CMA) Format – *Required forms and exhibits*

Standard Form STD 213

The first page of any Agreement issued under the model agreement terms is the Standard Form STD 213. It is important to utilize the STD 213 specifically developed for CMA use and not the general STD 213 as specified on the DGS OLS website. The form will contain all of the usual and required information including but not limited to the name of the funding State agency, the contractor's name (and the UC or CSU campus) the amount and period of the award, etc. Upon execution, it will bear the signatures of the Authorized Officials of the State agency and the UC or CSU campus as well as the endorsement of DGS, if necessary.

Exhibits A – A7 Scope of Work plus related information

The scope of work (Exhibit A), list of deliverables (Exhibit A1), list of key personnel (Exhibit A2), Authorized Representatives (Exhibit A3), Use of Intellectual Property & Data (Exhibit A4), Resume/BioSketch of key personnel (Exhibit A5), and Current and Pending Support (Exhibit A6) as transmitted in the proposal to the State will be duplicated in the resulting Agreement. Any changes made by the University to Exhibits A-A6 must be made prior to the State agency transmitting the final Agreement to the UC or CSU campus, and must be endorsed by the Authorized Official of the UC or CSU campus. The Third-Party Confidential Information, Confidential Nondisclosure Agreement (Exhibit A7) will be incorporated when applicable.

Exhibits B – B3 Budget

The composite budget (Exhibit B), the budget justification (Exhibit B1), subrecipient budget(s) (Exhibit B2) and invoice elements (Exhibit B3) as transmitted in the proposal to the State will be duplicated in the resulting Agreement. Any changes made by the University to Exhibits B-B3 must be made prior to the State agency transmitting the final Agreement to the UC or CSU campus and must be endorsed by the Authorized Official of the UC or CSU campus.

Reversion of Funds: If the fiscal year of state funding is provided by the State, the University will assume Funds revert within three years from the beginning of the fiscal year funded. If the funding fiscal year is not provided, then the State shall provide University with fund reversion dates for each fiscal year identified on the Exhibit B, Composite Budget. The parties should structure the agreement to ensure it is sufficiently funded and that the project completion date is sufficiently in advance of the funds reversion date.

Exhibit C, University Terms and Conditions UTC-MYY

The California Model Agreement template and terms and conditions can be found at: <https://www.ucop.edu/research-policy-analysis-coordination/research-sponsors-agreements/state-of-california/cma-templates.html> and will be included in the Agreement by reference as Exhibit C. The language in the University Terms and Conditions (UTC) should not be altered in Exhibit C. Any mutually negotiated changes to the UTC should be rare, project-specific, and included in Exhibit G Negotiated Alternate UTC Terms. There will be a yearly survey of the university campuses and state agencies on the effectiveness of the UTC. The results of these surveys will facilitate discussions between DGS, CSU and UCOP at annual meetings aimed at improving the effectiveness of the model agreement.

Optional Exhibits

Exhibit A7 – Third Party Confidential Information Requirement

If the scope of work requires the provision of third party confidential information to either the State or the Universities, then that information will be defined in Exhibit A7 along with any requirement of the third party in the use and disposition of the confidential information. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Such CNDA will also be added to Exhibit A7. (Please see section 8.B of the UTC.)

Exhibit D – Additional Requirements Associated with Funding Sources

If the agreement is subject to any additional requirements associated with funding sources imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then such additional requirements that are appropriate to flow down to the University, will be set forth in Exhibit D. Provisions in Exhibit D will take precedence over terms in either Exhibit G or Exhibit C. See *Order of Precedence* at UTC Section 29.

If the University is a subrecipient, as defined in 2 CFR §200, and the external funding entity is the federal government, the State agency will populate the funding details as set forth on Exhibit D. (Please see sections 10.A and 10.B of the UTC.)

Exhibit D- Additional Requirements Associated with Funding Sources

(if applicable)

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 University 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 below table must be completed by the State agency. (Please see sections 10.A and 10.B of the Exhibit C.)

State Agency to Complete (Required for Federal Funding Source):

Federal Agency	
Federal Award Identification Number	
Federal Award Date	
Catalog of Federal Domestic Assistance (CFDA) Number and Name	
Amount Awarded to State Agency	
Effective Dates for State Agency	
Federal Award to State Agency is Research & Development (Yes/No)	

University to Complete:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support Research & Development.

Exhibit E – Special Conditions for Security of Confidential Information

The Universities will comply with applicable State and Federal statutes and regulations and policies regarding information security. If a given scope of work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements will be provided by the funding State agency in Exhibit E. (Please see section 8.E of the UTC.) Content in Exhibit E (if necessary for a particular project) should supplement, but not supersede the UTC Section 8.E.

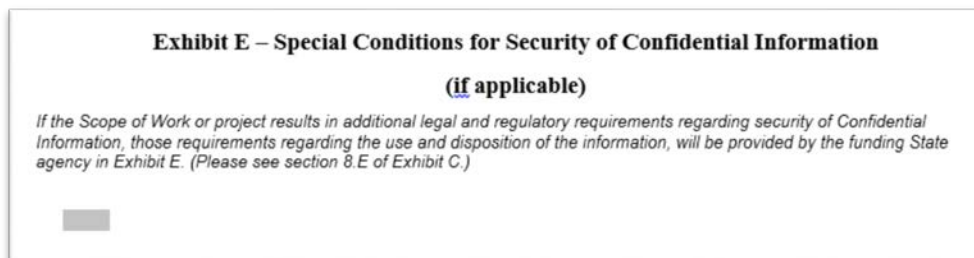


Exhibit F – Access to State Facilities and Computing Resources

If a given scope of work or project requires that the Universities 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 21 of the UTC.)

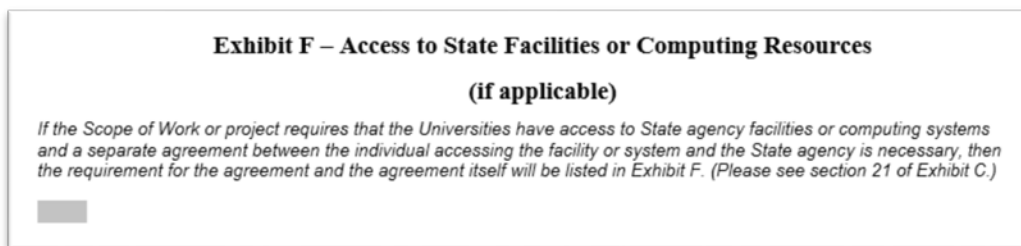


Exhibit G – Negotiated Alternate UTC Terms

There may be unique projects where a given term in the UTC may be inappropriate or inadequate. Per California Education Code 67327 (b):

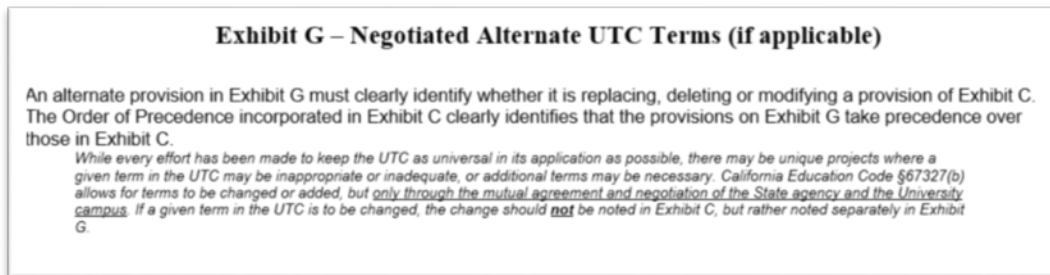
The standard provisions in a model contract agreed upon pursuant to subdivision (a) shall be used in contracts entered into between the University of California or the California State University and the state, unless both contracting parties mutually determine that a specified standard contract provision is inappropriate or inadequate for a specified contract.

Therefore, by mutual agreement, a State agency and a UC or CSU campus may alter the terms applicable to a particular project when a term in the UTC would be inappropriate or inadequate for that project. This would be done in Exhibit G. The change should **not** be noted in Exhibit C. An alternate provision in Exhibit G must clearly identify whether it is replacing, deleting or modifying a provision of Exhibit C. Terms in Exhibit G will take precedence over terms in Exhibit C.

Patent Rights

As detailed in the MOU, the UTC is silent on patent rights, and describes a process for inclusion of one of the two approved patent rights clauses in Exhibit G only when a state agency and campus mutually determine that a patent rights provision is necessary for a particular project. UC and CSU policies require that ownership of inventions/patents vest with the University. This policy is reflected in the “Patent Rights – University” provision found in Attachment 4 of the MOU. Under this provision, the University would provide license rights in any such inventions/patents to the state agency sponsor.

On the contrary, use of the alternate patent rights clause (“Patent Rights – State”) would require an exception to the respective University patent policy. (Please see paragraph 8 of the implementing MOU and Attachment 4 for the Patent Rights provisions and accompanying licenses.)



4) Post-Award Administration

a) Reporting

Reporting obligations, other items to be delivered, and the delivery schedule will be listed in Exhibit A1 *Schedule of Deliverables*.

Note: The date of delivery of any item listed on Exhibit A1 *Deliverables* should be at least 120 days in advance of the reversion date of the funds and during the term of the contract.

b) Invoicing & Payment

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 *Authorized Representatives and Notices*. Invoices may be submitted electronically by email, subject to the State Agency requirements. Frequency and submission format can be specified on Exhibit B3.

Invoices shall:

1. Bear the University’s name as shown on the Agreement
2. Include the Agreement number and University fund/reference number
3. Identify the billing and/or performance period covered by the invoice and provide a detailed transaction ledger, including payroll detail, for the same period
4. Provide University invoice contact, telephone number and/or email address
5. Be prepared in accordance with the approved cost categories identified in Exhibit B and the elements contained in Exhibit B3 *Invoice Elements*

6. Be certified as true and correct in ink or by electronically scanned copy of a signature by the University's Authorized Financial Contact (or their designee) identified in Exhibit A3 *Authorized Representatives and Notices*.

Invoices will be submitted based upon the approved budget categories in Exhibit B. In addition, a copy of the Standard Detail Ledger Report and a detailed payroll expense report must be included with the invoice. This latter report should include the personnel paid and the time worked as percent effort (or hours, but only if applicable to the position) on the agreement during the invoicing period.

The Principal Investigator or their designee (as identified on Exhibit A3) is required to endorse the invoice, Standard Detail Ledger Report and a detailed payroll expense report (Invoice Package) with the following statement:

"I have reviewed the expenditure detail for these accounts to determine that the charges to this project are reasonable and accurate and certify that the salaries and wages included on these reports are an accurate representation of the actual time worked."

The endorsed Invoice Package must be transmitted to the State Financial Contact (or Contract Manager) for approval. State agencies will accept the PI/PI-designee-endorsed Invoice Package sent via hard copy or by email. However, the certification language and PI/designee signature must be on the Invoice Package itself and not in the body of the email message. A digital signature (such as one that can be generated in Adobe Acrobat) may be used with electronic submissions.

(Please see section 14.C of the UTC.)

c) Prior Approval Requirements (Section 15 of the UTC)

This section describes the activities and/or expenditures that require State prior approval even if the change has no 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

As it is impossible to anticipate whether any of these changes will or will not alter the agreement significantly, any of these changes may require a formal amendment to the Agreement, depending on the requirements and at the sole discretion of the particular State agency.

d) Budget Flexibility

The threshold for annual budget flexibility is noted at the bottom of Exhibit B and parameters for budget flexibility are found in the UTC at Section 15. The parties to an agreement can mutually agree to different thresholds and/or approval requirements.

Please note that any change made under Budget Flexibility **cannot** increase the total costs of the project. If changes to the budget are anticipated to increase the total cost then the funding State Agency will need to approve the changes in advance and issue a formal amendment.

e) Equipment Management

Title to equipment vests with the State and the disposition of the equipment at the termination or expiration of an agreement is limited to either (i) the return of the equipment to the State, or (ii) State authorization to use the equipment in the performance of another agreement or contract. In accordance with SCM 7.29, the State agency will notify the University of the equipment disposition at the close out of the agreement.

An equipment inventory record will be submitted by the University upon request by the State agency.

The University may be required to repair or replace damaged or stolen equipment. In the case of damage, the parties have agreed to the following definition:

For the purposes of this Agreement, “damage” as used in paragraph B of SCM Section 7.29 Equipment Purchases is defined as physical harm that is sustained by the equipment that prevents its functioning as designed or manufactured.

f) Program Income

1. The University shall account for Program Income related to projects funded by this Agreement, as identified in Exhibit B, page 2.
2. At the discretion of the State agency and as identified in Exhibit B, page 2, 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 60 days of the program event, the University will provide the State with a preliminary accounting of program event revenues and expenditures. If the funding State agency has elected to use Program Income to support total project costs as identified in Exhibit B, page 2, then when the contract is completed the University 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 University to the State with the final invoice and/or accounting of project expenditures in accordance with Section E.4.

(Please see section 14.D of the UTC.)

g) Amendments to the Agreement

Any changes to the Scope of Work, Deliverables, delivery schedule or the Budget will result in a formal amendment to the agreement. The funding State agency would determine whether any change approved under the Prior Approval Requirements (item c above) would need to be formalized in a written amendment to the agreement. Different State agencies following varying procedures, especially with respect to grant funding, that drive when a formal amendment is, or is not, required. Changes made as a result of a Budget Flexibility request may or may not result in an amendment to the agreement at the discretion of the funding State agency.

h) Project Close-out

At the expiration of the agreement (the end date of the project period as listed on the STD 213), or upon termination of the agreement, the following shall be provided to the funding State agency.

1. *Final Invoice*

The University shall submit the final invoice to the State, no later than 90 calendar days after the agreement completion date. All expenditures in the final invoice must be for activities occurring during the project period.

2. *Final Report/Deliverables*

Any undelivered item listed on Exhibit A1 Deliverables, will be submitted to the funding State agency at the termination of the agreement.

3. *Final Equipment Inventory (Upon Request from the State agency)*

In accordance with State Contracting Manual Section 7.29, the University will provide a final equipment inventory report of non-expendable equipment (greater than or equal to \$5,000) and theft-sensitive expendable equipment (under \$5,000), upon request.

4. *In the event that a given agreement terminates early, the procedures outlined in section 7 of the UTC will be followed.*

5) Requesting an Exemption to the Use of the CMA

In accordance with California Education Code 67925 *et seq*, the California Model Agreement (CMA) negotiating team, consisting of representatives from the University of California, the California State University System, the California Department of General Services/Office of Legal Services (DGS), and various state agencies (Negotiating Team), drafted an agreement that would have the broadest possible application. As a result, the CMA should be applicable for most projects conducted by UC and CSU and funded by state agencies. However, recognizing that the needs of particular projects can vary widely and consistent with Education Code section 67327(b), the Negotiation Team created flexibility within the CMA, at Exhibit G. As noted in this guide (at Section 3. Contract & Grant Documents (above)), Exhibit G can be used to overwrite a provision of the UTC (Exhibit C) if such standard UTC provision is inappropriate or inadequate for a specific project. Exhibit G is not intended to be used merely to insert campus- or agency-preferred terms, when the UTC would otherwise be appropriate and adequate for a project.

Further, in rare circumstances, use of Exhibit G to modify select terms of the UTC may not meet the contracting needs of a unique project. The California Education Code allows for use of a non-CMA agreement when approved by DGS, UC and CSU. At §67327(d):

(d) The Department of General Services and the University of California or the California State University, in consultation with state agencies and departments that have contracts with the University of California or the California State University, may determine those types of contracts for which the use of the model contract would be inappropriate or inadequate.

The process to request an exemption to the requirement to use the CMA is as follows.

If the state agency is requesting the exemption, the state agency should submit a written request to DGS, identifying the project with specificity, and justifying the reasons why the CMA is inappropriate or inadequate for the project. If the University campus is requesting the exemption, the campus should submit a written request to UCOP or CSUCO, as applicable, identifying the project with specificity, and justifying the reasons why the CMA is inappropriate or inadequate for the project. The request should be as narrow in scope as possible.

Once the request has been received by the local representative, it will be forwarded on to the other parties (UCOP, CSUCO, and DGS) for review and comment. If there is agreement that the CMA is inappropriate or inadequate, then an exemption will be granted, and that information will be disseminated to the state agency and the university campus. If an exemption is not granted, then the local representative will respond to the requester with the rationale for the denial. The request can be resubmitted, but it must include new information that was not provided with the original request. The resubmission would be sent to the local UCOP/CSUCO/DGS representative to begin the second review process.

The Negotiation Team also recognized that some state agencies or programs would have restrictions placed upon them either by federal or state law. To that end, representatives from CSU Chancellors Office (CSUCO) and UC Office of the President (UCOP) have engaged specific state agencies to draft program or specific Exhibit G terms to be used in awards from those agencies or for those projects. Examples of this are awards from the California Department of Health Care Services, which often have specific requirements for the use of human data, and the California Department of Education, which can involve student data and thus fall under the federal Family Educational Rights and Privacy Act (FERPA). Additionally, the California Energy Commission administers programs, such as the Natural Gas Research & Development (NGRD) Program, that carry legislative requirements on the use of the funds that must be reflected in the award terms. When these additional terms are ratified by the parties (UCOP, CSUCO, and the state agency) they are distributed to the UC and CSU campus representatives and to the contracting officers at state agencies to be used with the standard CMA. It is important to note that these additional terms function as a second set of standard terms for that agency and they should not be altered by an agency official for a specific award. If the circumstances that required the need for a special Exhibit G have changed then the state agency should contact their representatives at the UCOP and/or the CSUCO to renegotiate the terms.

Cover Sheet

University Proposal to State

Cover Sheet								
University Proposal to State								
Proposal To:	<input type="text" value="<state agency>"/>				Due Date:	<input type="text" value="<date>"/>		
	<input type="text" value="<state agency address>"/>				Submitted:	<input type="text" value="<date>"/>		
State Agency Contact:	<input type="text" value="<contact name>"/>				Phone #:	<input type="text" value="<contact phone#>"/>		
	<input type="text" value="<contact title>"/>				Email:	<input type="text" value="<email>"/>		
Project Title:	<input type="text" value="<title>"/>							
University Name:	<input type="text" value="<University Name>"/>							
Award To:	<input type="text" value="<Official Name of Awardee>"/>							
Project Period:	<input type="text" value="<start date>"/>	to	<input type="text" value="<end date>"/>	Funding Amount: <input type="text" value="<project cost>"/>				
IT Activity/Component?	No	<input checked="" type="checkbox"/> X	Yes	<i>If yes, then explain in a coversheet addendum.</i>				
University PI:	<input type="text" value="<PI name>"/>				Phone #:	<input type="text" value="<contact phone#>"/>		
	<input type="text" value="<University>"/>				Email:	<input type="text" value="<email>"/>		
	<input type="text" value="<Department>"/>							
	<input type="text" value="<address>"/>							
	<input type="text" value=""/>							
Authorized University Official:	<input type="text" value="<AO name>"/>				Alternate Contact:	<input type="text" value="<Alternate contact name>"/>		
	<input type="text" value="<address>"/>					<input type="text" value="<contact phone#>"/>		
	<input type="text" value=""/>				<input type="text" value="<email>"/>			
	<input type="text" value="<telephone>"/>							
	<input type="text" value="<email>"/>							
<i>I certify that this proposal is compliant with the State & University Proposal and Administration Manual and that the Principal Investigator has approved the Scope of Work and Proposed Budget Estimate, which are compliant with University Policy.</i>								
Authorized Official Signature								
<input type="text" value="<AO name>"/>				Date: <input type="text" value="<date>"/>				
<input type="text" value="<AO title>"/>								