

The National Academies of
SCIENCES • ENGINEERING • MEDICINE

GULF RESEARCH PROGRAM

Grant Number 200000xxxx

**EARLY-CAREER RESEARCH FELLOWSHIP
GRANT AGREEMENT**

[SAMPLE – Private Institutions]

This Grant Agreement (“Grant”) is entered into by and between the Gulf Research Program of the National Academy of Sciences, the Grantor (hereinafter referred to as “NAS”) and _____ (hereinafter referred to as “Grantee”) (“NAS” and “Grantee” may be referred to herein individually as “Party” or collectively as “Parties”).

GRANT SUMMARY

NAS DETAILS

NAS Funding Opportunity
NAS Program Officer
 Phone and E-mail
NAS Grants Officer
 Phone and E-Mail

Early-Career Research Fellowship – Award Year 2017

GRANT DETAILS

Grantee Name
Address
Early-Career Research Fellow
Institutional Mentor
Grantee Authorized Signer
Effective Date
Expiration Date
Grant Amount

September 1, 2017
August 31, 2019
\$76,000

Section I
Attachment A
Attachment B

Grant Terms and Conditions
Grant Proposal
ACH Enrollment Form

GRANT TERMS AND CONDITIONS

ARTICLE I – DEFINITIONS

“Authorized Organizational Representative” means a person with authority to enter into, administer, and/or terminate grants and make related determinations and findings under the grant.

“Grantee” shall mean the individual or entity identified as such in the Grant Summary.

“Fellow” shall mean the individual identified as the Early-Career Research Fellow in the Grant Summary. The Fellow is an assistant professor (or equivalent) at the college, university, or research institution identified as Grantee, who performs research in the social and behavioral sciences, health and medicine, engineering, earth and life sciences, or relevant interdisciplinary fields.

“Mentor” shall mean the individual identified as the Institutional Mentor in the Grant Summary. The Mentor is a tenured, senior-level faculty member (or equivalent) at the college, university, or research institution identified as Grantee.

“NAS” shall mean the National Academy of Sciences, Washington, D.C. The National Academy of Sciences is a private, federally chartered tax-exempt organization.

“NAS Program Officer” shall mean the individual identified as such in the Grant Summary or his/her designated and authorized representative.

“NAS Grants Officer” shall mean the individual identified as such in the Grant Summary or his/her designated and authorized representative.

ARTICLE II – TERM OF GRANT AGREEMENT

The Term of this Grant Agreement is from the Effective Date to the Termination Date set out in the Grant Summary. All requests to extend the Term of this Grant Agreement must be submitted in writing to the NAS Program Officer no less than sixty (60) days prior to the end of the Term. Approval of extension of the Term is solely within the discretion of NAS and must be approved in advance in writing by modification of this Grant Agreement.

ARTICLE III – GRANT AMOUNT AND PAYMENTS

Funds in the amount of \$76,000 are allocated to this Grant Agreement and will be disbursed in a single payment within thirty (30) days after the agreement has been fully signed and executed. Grantee may charge to the grant only allowable costs resulting from obligations incurred during the term of the Grant Agreement. The Grantee must return any unexpended funds within ninety (90) days of the conclusion of the term of the Grant Agreement.

ARTICLE IV - USE OF GRANT FUNDS

Grantee shall use the \$75,000 of the grant funds solely for research-related expenses, including equipment purchases, professional travel, professional development courses, trainee support, summer salary, or any other costs directly related to the Fellow's research. The research shall be conducted by the Fellow or the Fellow's trainees as described in the Research Plan, Attachment A, incorporated herein. Use of fellowship funds for items greater than \$5,000 or for expense types other than those listed above will require pre-approval from the NAS Program Officer. Grantee shall use the remaining \$1,000 of the grant funds to make an honorarium payment to the Mentor. The Mentor shall meet with the Fellow at least twice a month to provide guidance and advice on professional and career issues including, but not limited to, promotion and tenure, teaching, committee service, leadership development, and lab and research management.

Grantee expenditures of grant funds under this Grant Agreement shall be conducted consistent with the cost accounting principles found in Subpart E of OMB 2 CFR Part 200 as it may be revised from time to time. None of the fellowship grant funds may be spent on institutional overhead or indirect charges.

Grantee acknowledges that the NAS and its representatives have made no actual or implied promise of funding except for the amounts currently obligated by this Grant Agreement and then only in accordance with the Terms and Conditions of this Grant Agreement.

ARTICLE V – FELLOW AND MENTOR

Grantee's performance of the subject work under this Grant Agreement shall be under the technical direction of the individual identified as the Fellow in the Grant Summary. The Grant Agreement is intended solely to fund the research described in Attachment A and as conducted by the Fellow. Grantee must notify NAS within ninety (90) days if the person identified in the original application as the Mentor changes. NAS must provide approval of any changes with the named person as the Mentor. If the Fellow moves to a different institution before the Fellowship Termination Date, the Grantee must notify NAS within ninety (90) days before the Fellow is expected to transition to the new institution. NAS will review this request and will determine if the unexpended funds up to the date of the request should be returned to NAS or may be transferred to the new institution. Approvals to transfer the unexpended balance will be made only under extraordinary circumstances. **ARTICLE VI – REPORTING**

Grantee shall provide a one-year written progress report within thirty (30) days after the end of the first year of this Grant Agreement to the NAS Program Officer which shall inform NAS on activities being carried out under the Grant, including but not limited to project accomplishments to date, and include an accounting of Grant expenditures to date.

Within thirty (30) days upon completion of the Grant Agreement, Grantee shall provide in writing a Final Fellowship Grant Report. The Final Fellowship Grant Report shall address the original objectives of the project as identified in the Research Plan, Attachment A, describe any changes in objectives, describe the final project accomplishments and include a final project

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accounting of all grant funds. Consistent with Article VII below, the Grantee understands and agrees that NAS will make the Final Fellowship Grant Report available to the public.

Within one year after the termination of the grant, Grantee shall notify NAS about any publications resulting from or follow-up work to the grant activity and, where applicable, where data generated with grant funding were deposited or archived.

ARTICLE VII – INTELLECTUAL PROPERTY

The copyrights in all written materials, photographs, drawings, software, and other works subject to copyright protection created or generated under this fellowship grant shall be owned by the Grantee. With respect to such copyrighted works, NAS and the U.S. Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use such copyrighted works for U.S. Government or NAS purposes. In addition to any other rights it may have, the U.S. Government shall have the rights provided 2 CFR section 200.315, as that section may be revised from time to time.

All such copyrighted works shall include a formal acknowledgement of NAS funding under this Grant Agreement. Grantee shall provide at least one hard copy and an electronic copy of each such copyrighted work to NAS. NAS encourages the Grantee to publish and disseminate any such copyrighted works.

With respect to research data, which shall include the recorded factual material commonly accepted in the scientific community as necessary to validate research findings (but not any preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues), the Grantee shall retain all rights in said data but shall provide timely and unrestricted access to the data to NAS and the U.S. Government. Without limitation of the foregoing, the U.S. Government and NAS shall have the right to (1) obtain, reproduce, publish, or otherwise use the research data first produced under this Grant, and (2) authorize others to receive, reproduce, publish, or otherwise use such data for NAS or U.S. Government purposes.

The policies on patents outlined in 35 USC Sections 200-211, in 37 CFR Section 401, and in the Presidential Memorandum on Government Patent Policy dated February 18, 1983, will serve as basic guidance on patent rights on inventions developed by the Grantee during the term of this Grant Agreement so as to encourage the maximum participation in the program. The Grantee will have the right to elect title to the patent rights in inventions resulting from work under this Grant Agreement, subject to the U.S. Government and NAS each acquiring a worldwide nonexclusive, non-transferrable (except as provided below), irrevocable, paid-up license to practice or have practiced for on behalf of the U.S. Government or NAS, but in the case of NAS, solely in connection with the Gulf Research Program, and any such invention shall also be subject to the “march-in” rights of the U.S. Government as set forth in the above cited statute and regulations. Without limitation of the foregoing, the license provided to NAS shall include the right to sublicense its rights to contractors and grantees that perform studies, projects, or

other activities under the Gulf Research Program, except that the NAS shall not have the right to commercialize its rights outside the Gulf Research Program.

ARTICLE VIII – ACKNOWLEDGEMENT

All grantee publications, including research publications, press releases, and other publications, documents, or presentations about research that is funded by this Grant must include the following:

1. A specific acknowledgment of fellowship support from the Gulf Research Program, such as: “Research reported in this [publication/press release/presentation] was supported by an Early-Career Research Fellowship from the Gulf Research Program of the National Academies of Sciences, Engineering, and Medicine.” And
2. A disclaimer that states: “The content is solely the responsibility of the authors and does not necessarily represent the official views of the Gulf Research Program of the National Academies of Sciences, Engineering, and Medicine.”

ARTICLE IX – PROTECTION OF HUMAN SUBJECTS AND USE OF LABORATORY ANIMALS

If the project involves research on human subjects, the Grantee shall comply with the Department of Health and Human Services (DHHS) Regulations (Title 45 Code of Federal Regulations Part 46) regarding the protection of human research subjects, unless that research is exempt as specified in the regulation.

If the project involves research on animal subjects, Grantee shall comply with the "PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions." (<http://grants.nih.gov/grants/olaw/references/phspol.htm>)

ARTICLE X – TERMINATION

This Grant Agreement may be terminated in whole or in accordance with the following:

1. If Grantee materially fails to comply with the terms and conditions of this Grant Agreement, or
2. NAS may terminate this Grant Agreement without cause upon 30 business day’s written notice of the intent to do so, and such action shall in no event be deemed a breach of contract. In the event that this Grant Agreement is so terminated, Grantee will be paid for all costs incurred and non-cancelable obligations made.

ARTICLE XI – LIMITATION OF LIABILITY

Grantee agrees to assume the sole responsibility for the research, including taking any necessary precautions for the protection of persons and property. NAS and its officers,

directors, employees, and agents shall not be responsible for any claims, damages, or liability arising out of the Grantee's research performed using funds under this Grant Agreement.

As between the Parties to this Grant Agreement, Grantee is solely responsible for any liabilities that may arise in connection with performance under the Grant Agreement. To the extent not prohibited under the state and local laws which govern the Grantee, such Party agrees to indemnify and hold NAS harmless from and against any and all costs, losses, or expenses, including reasonable attorneys' fees, that NAS may incur by reason of Grantee's negligent act or omission or breach of any of the provisions of this Grant Agreement or by reason of any third-party claim or suit arising out of or in connection with Grantee's performance or failure to perform pursuant to this Grant Agreement.

ARTICLE XII– COMPLIANCE WITH LAWS

Grantee shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements and any governmental authority relating to the project activities specified in this Grant Agreement. Grantee shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, sex, sexual orientation, or disability in any manner prohibited by law, nor shall Grantee engage in or permit sexual harassment of any person in any manner prohibited by law.

ARTICLE XIII – ANTI-TERRORISM

U.S. Executive Orders and laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Grantee to ensure compliance with these Executive Orders and laws in its own activities.

ARTICLE XIV – RECORDS AND AUDIT REQUIREMENTS

Grantee shall retain all financial records and other pertinent evidence pertaining to costs incurred and reimbursed hereunder for a period of three (3) years after the termination date. Grantee agrees to give NAS or its authorized representatives access to these records and other pertinent books, documents, papers or other records in order to conduct audits. Grant closeout does not alter these requirements.

ARTICLE XV – SUB-GRANTING AND ASSIGNMENTS

No portion of this grant may be sub-granted, assigned, or otherwise disposed of, unless specifically authorized in writing by NAS.

ARTICLE XVI – GRANTEE REPRESENTATIONS

Grantee represents and warrants that it has all the requisite power and authority to execute, deliver, and perform this Grant Agreement and that this Grant Agreement has been duly and

validly executed and delivered by each Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against it in accordance with its Terms and Conditions.

ARTICLE XVII - NON-ENDORSEMENT

It is expressly agreed and understood by the Parties hereto that this Grant Agreement shall not constitute an endorsement by NAS of any entity, organization, company, or individual, nor the products, actions, behavior, or conduct of any entity, organization, company, or individual, and any negligent or intentional misrepresentation by Grantee to the contrary, in any context and in any forum, shall constitute a material breach of this Grant Agreement, and the same shall be grounds for immediate termination of this Grant Agreement by NAS.

ARTICLE XVIII - DISPUTES

The Parties shall attempt to resolve any disputes arising out of or related to this Grant Agreement by mutual agreement. The Parties agree that any disputes that are not so resolved shall first be subject to resolution by the President of NAS.

ARTICLE XIX – ENTIRE AGREEMENT

This Grant Agreement supersedes any prior oral or written understanding or communications between the Parties and constitutes the only agreement between NAS and Grantee relating to the subject matter hereof, and no representations, promises, understandings, or agreements, oral or otherwise, not herein will be of any force or effect.

The nature of this Grant Agreement is a funding agreement, and no employment, partnership, joint venture, or agency relationship is created herewith.

ARTICLE XX – JURISDICTION

This Grant Agreement shall be interpreted according to the laws of the District of Columbia. The sole venue for any disputes shall be the District of Columbia.

ACCEPTED FOR:
(GRANTEE NAME)

Authorized Representative Signature

Name

Title

Date