

U. S. ARMY RESEARCH OFFICE
GENERAL TERMS AND CONDITIONS FOR GRANT AWARDS
TO FOREIGN EDUCATIONAL AND NONPROFIT INSTITUTIONS

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1. Recipient Responsibility.

a. The recipient will bear primary responsibility for the conduct of the research and will exercise judgment towards attaining the state research objectives within the limits of the grant's terms and conditions.

b. The principal investigator(s) (PIs) specified in the grant award will be continuously responsible for the conduct of the research project and will be closely involved with the research effort. The PI, operating within the policies of the recipient, is in the best position to determine the means by which the research may be conducted most effectively.

c. The recipient shall advise the grantor if the PI will, or plans to, devote substantially less effort to the project than specified.

d. The recipient shall obtain the Grants Officer's approval for the following:

(1) A change in PI.

(2) The continuation of the research work during the absence for more than three (3) months, or a twenty-five (25) percent reduction in time devoted to the project, by the approved PI.

(3) Change in the scope or objectives of the research project, the methodology or experiment when such is stated in the grant as a specific objective, or the phenomenon or phenomena under study.

(4) Any request for additional funding.

(5) Award of a subcontract or subgrant to accomplish substantial programmatic work required in the grant to be performed by the prime recipient unless the subaward is identified in the approved budget incorporated as part of the grant, exclusive of supplies, material, or general support services.

(6) Extension of the performance period. A request to extend the performance period shall be received at least thirty (30) calendar days prior to the end of the current performance period.

2. Allowable Costs. Unless noted otherwise in the terms and conditions of the grant, only those costs specifically set forth in the recipient's cost proposal(s) shall be deemed allowable costs in performance under this grant. Any deviation from the recipient's proposed cost estimates must be approved in writing by the Grants Officer in order for such costs to be deemed allowable charges under the grant.

3. Order of Precedence. Any inconsistency or conflict in the terms and conditions specified in the grant shall be resolved according to the following order of precedence:

a. The Research Grant.

b. These General Terms and Conditions for Grant Awards to Foreign Educational and Nonprofit Institutions.

4. Inconsistency Between English Version and Translation of Grant. In the event of inconsistency between the terms of the grant and any translation thereof into another language, the meaning in the English language shall control.

5. Record Retention.

a. The recipient shall maintain adequate records (e.g., financial records, supporting documents, statistical records, and all other records pertinent to an award) for a period of three (3) years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with Federal funds shall be retained for three (3) years after final disposition.

b. The DOD, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of the recipient that are pertinent to the grant, in order to make audits, examinations, excerpts, transcripts and copies of such documents. In addition, the recipient shall immediately notify the Grants Officer of any violations of law and regulation.

c. If the information described in this term and condition is maintained on a computer, the recipient shall retain the computer data on a reliable medium for the time periods prescribed. For the record retention time periods prescribed in this term and condition, the recipient shall not destroy, discard, delete, or write over such computer data.

6. Modification of Grant. The only method by which the grant may be modified is by a formal, written modification signed by the Grants Officer. No other communications, whether oral or in writing, shall modify the grant.

7. Future Funding. The U.S. Government's legal obligation is limited to the amount shown as "Funded Amount" or "Funded Amount to Date" in the grant award.

8. Funding Options. The recipient is advised that the grantor's obligation to provide funding for the options, if any, included in the grant is contingent upon (i) satisfactory performance and (ii) the availability of funds. Accordingly, no legal liability on the part of the grantor exists unless or until (i) funds are made available to the grantor and notice of such availability is confirmed in writing to the recipient and (ii) performance of the research is deemed satisfactory in the judgment of the Grants Officer's Representative (GOR).

9. Preaward Costs. Recipients may incur preaward costs for up to ninety (90) days prior to the effective date of the grant award. Preaward costs as incurred by the recipient must be necessary for the effective and economical conduct of the project, and the costs must be otherwise allowable in accordance with the appropriate cost principles. Any preaward costs are incurred at the recipient's risk. The incurring of preaward costs by the recipient does not impose any obligation on the ARO (i) in the absence of appropriations, (ii) if an award is not subsequently made, or (iii) if an award is made for a lesser amount than the recipient expected.

10. Currency Revaluation. The grant is written in United States dollars. In the event of a currency revaluation deemed significant by the Grants Officer, the grantor and the recipient may agree to program or payment adjustments in order to offset the effect of such revaluation with respect to the agreement expressed by the grant, subject to the fund limitations of the grant. However, in no event shall the total amount exceed the U.S. dollar amount set forth in the grant award. Either party may request such adjustments.

11. Overpayment and Earned Interest.

a. Overpayment. Within ninety (90) days after the end of the grant, any overpayment of grant funds shall be remitted to the ARO by check made payable to the U.S. Army Research Office. Any overpayment represents the difference between allowable actual expenditures and total disbursements received by the recipient.

b. Earned Interest. Any interest earned by grant funds on deposit shall be remitted annually (30 September of each year) to the Department of Health and Human Services, Payment Management System, P. O. Box 6021, Rockville, MD 20852, by check made payable to the Treasury of the United States. Interest amounts up to \$250 per year may be retained by the recipient for administrative expense.

12. Delegation of Administration Duties. Certain grant administration duties have been delegated to the Office of Naval Research identified in the grant award. These duties are listed below:

a. Provisionally approve all Requests for Advance or Reimbursement (SF 270).

b. Approve requests for Registration of Scientific and Technical Information Services (DD Form 1540).

c. Obtain the interim (if required) and final financial report(s).

- d. Obtain the final patent report.
- e. Execute administrative close-out procedures.

13. Data Collection. Data collection activities, if any, performed under the grant are the responsibility of the recipient. The ARO support of the project does not constitute approval of any survey design, questionnaire content, or data collection procedures. The recipient shall not represent to respondents that such data are being collected for or in association with the ARO without the specific written approval of the Grants Officer. However, this requirement is not intended to preclude mention of the ARO support of the project in response to an inquiry or to preclude acknowledgement of such support in any publication of this data.

14. Security. As a general rule, PIs will not need access to classified information in the conduct of research supported under the grant. Should information be developed during the course of work under the grant that, in the judgment of the PI or the recipient, should be classified, the Grants Officer shall be notified immediately.

15. Access to Information. The recipient agrees to permit any person or persons designated by the ARO access during normal business hours to such books, records, accounts, and other sources of information, and facilities as is reasonably necessary to ascertain compliance with the provisions of this term and condition.

16. Site Visits. The ARO, through authorized representatives, has the right during normal business hours, to make site visits to review project accomplishments and to provide such technical assistance as may be required. If any site visit is made by the ARO on the premises of the recipient, or a subrecipient, the recipient shall provide, and shall require its subrecipients to provide, all reasonable facilities and assistance for the safety and convenience of the Government representative(s) in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly interfere with or delay the work.

17. Authorization to Perform and Activities Abroad. The recipient assures that it has been duly authorized to operate and do business in the country or countries in which the grant is to be performed; that it has obtained all appropriate licenses, permits, and approvals required in connection with the grant's proposed activities; and that it will fully comply with all the laws, decrees, labor standards and regulations of such country or countries during the performance of the grant. U.S. Government funds may not be used in support of a project which is prohibited by law in the country or countries in which it is undertaken. The ARO does not assume responsibility for the recipient's compliance with the laws and regulations of the country or countries in which the activities are to be conducted.

18. Technical Reporting Requirements. Technical reporting requirements are discussed in the grant award.

19. Financial Reporting Requirements. Financial reporting requirements are discussed in the grant award.

20. Title to Nonexpendable Acquired Property. Title to all nonexpendable tangible personal property purchased by the recipient with grant funds shall be deemed to have vested in the recipient upon purchase, unless stated otherwise in the grant, without further obligation to the U.S. Government. No cost associated with the acquisition of property under the grant is allowable under any future grant award(s).

21. Patent Rights. The recipient is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements." A Report of Inventions and Subcontracts (DD Form 882) is only required when an invention is considered reportable during the grant's performance period. Annual negative reports are not required. A final Report of Inventions and Subcontracts is due ninety (90) days after the expiration of the research project. The award shall not be closed out until this reporting requirement is met.

22. Copyrights. The recipient hereby grants to the U.S. Government a nonexclusive, paid-up license throughout the world under any copyright owned by the recipient, in any work of authorship prepared for or acquired by the U.S. Government under the grant, to reproduce copies, distribute copies or display the work publicly and to have others do so for U.S. Government purposes.

23. Rights in Technical Data and Computer Software. The U.S. may duplicate, use and disclose in any manner for any purposes, including delivery to other governments for the furtherance of mutual defense of the U.S. Government and other governments, all technical data including reports, drawings and blueprints, and all computer software, specified to be delivered by the recipient to the U.S. Government under the grant.

24. Claims, Disputes, and Appeals. Claims, disputes, and appeals shall be processed in accordance with the procedures in the DOD Grant and Agreement Regulations §22.815.

25. Debarment and Suspension. Recipients shall be subject to the debarment and suspension conditions found in the DOD Grant and Agreement Regulations §32.13.

26. Termination and Enforcement. Recipients shall be subject to the termination and enforcement conditions found in the DOD Grant and Agreement Regulations §32.61 and §32.62.

27. Publications and Acknowledgement of Sponsorship.

a. Publication of results of the research project in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. One copy of each paper planned for publication will be submitted to the Grants Officer's Representative (GOR), indicated in the grant award, simultaneously with its submission for publication. Following publication, copies of published papers shall be submitted to the GOR.

b. The recipient agrees that when releasing information relating to the grant, the release shall include a statement to the effect that the project or effort undertaken was or is sponsored by the Department of the Army, U.S. Army Research Office.

c. Disclaimer: The recipient is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under the grant, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer: "Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the view of the U.S. Army Research Office."

d. For the purpose of this term and condition, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

28. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of the grant, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

29. Use of Human Subjects. In the performance of the grant, the recipient agrees not to come into contact with, use or employ, or subcontract for the use or employ of any human subjects for research, experimentation, tests, or other treatment under the scope of work as set forth in the grant without the express written approval from the Grants Officer.

30. Use of Laboratory Animals. In the performance of the grant, the recipient agrees not to come into contact with, use or employ, or subcontract for the use or employ of any laboratory animals for research, experimentation, tests, or other treatment under the scope of work as set forth in the grant without the express written approval from the Grants Officer.

31. Research Involving Recombinant DNA Molecules. Any recipient performing research involving recombinant DNA molecules and/or organisms and viruses containing recombinant DNA molecules agrees by acceptance of this award to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules," April 2002. The guidelines may be accessed electronically at <http://www4.od.nih.gov/oba/rac/guidelines/guidelines.html>.

32. Restrictions on Lobbying. Lobbying regulations and restrictions (32 CFR Part 28) are incorporated herein by reference only if the total amount of the grant exceeds \$100,000.00.

33. Drug-Free Workplace. Unless there is inconsistency with international obligations of the U.S. or the laws or regulations of a foreign government, the recipient assures, by accepting funds under the grant, that it will comply with the requirements of 32 CFR Part 25 regarding drug-free workplace requirements which are incorporated herein by reference.

34. Nondiscrimination. By accepting funds under the grant, the recipient assures that it will comply with applicable provisions of the following national policies prohibiting discrimination:

a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DOD regulations at 32 CFR Part 195.

b. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

c. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

35. Cargo Preference. The recipient agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials, or commodities procured or otherwise obtained with U.S. Government funds under the grant, and which maybe transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

36. Preference for U.S.-Flag Carriers. The recipient agrees that U.S.-flag air carriers shall be used for international air travel, to the extent that such service is available.

37. Environmental Standards. By accepting funds under the grant, the recipient assures that it will, to the extent required by U.S. law:

a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. In accordance with the EPA rules, the recipient further agrees that it will:

(1) Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR Part 15.5, as long as the facility remains on the list.

(2) Notify the awarding agency if it intends to use a facility in performing the grant that is on the List of Violating Facilities or that the recipient knows has been recommended to be placed on the List of Violating Facilities.

b. Identify to the awarding agency any impact the grant may have on the quality of the human environment, and provide any help the agency may need to comply with the National Environmental Policy Act (NEPA at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.