

# General Grant Provisions

DECEMBER 2018



**STScI**

SPACE TELESCOPE  
SCIENCE INSTITUTE

3700 San Martin Drive  
Baltimore, Maryland 21218

Operated by the Association of Universities for Research in Astronomy, Inc., for the National Aeronautics and Space Administration



# Hubble's 28th birthday picture: The Lagoon Nebula

THIS VISIBLE-LIGHT VIEW OF THE LAGOON NEBULA provides a window seat to the universe's extraordinary tapestry of stellar birth and destruction. Herschel 36, a giant star, is bursting out of its natal cocoon of material, unleashing blistering radiation and torrential stellar winds that push dust away in curtain-like sheets. This violent activity has blasted holes in the bubble-shaped cloud, revealing some of its 3D structure.

Dust pushed away from the star reveals the glowing oxygen gas (in blue) behind the blown-out cavity. Herschel 36's brilliant light is illuminating the top of the cavity (in yellow). The reddish hue that dominates part of the region is glowing nitrogen. The dark purple areas represent a mixture of hydrogen, oxygen, and nitrogen.

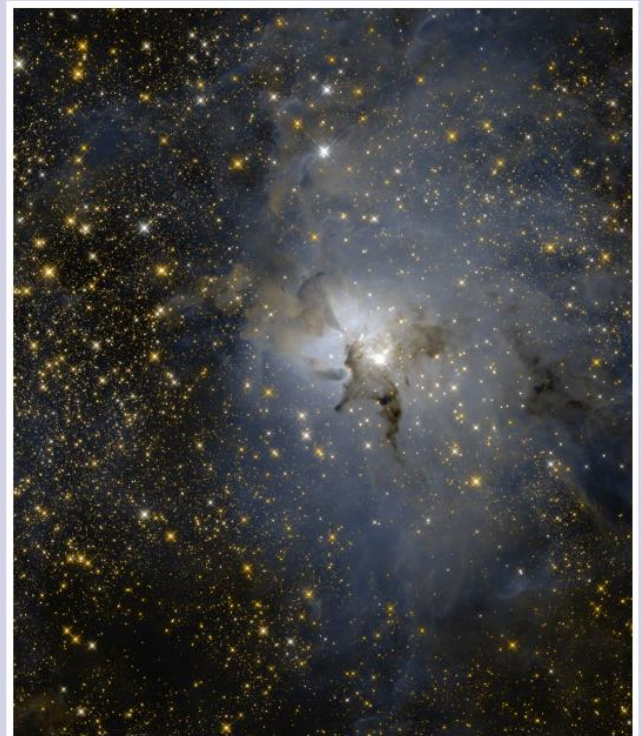
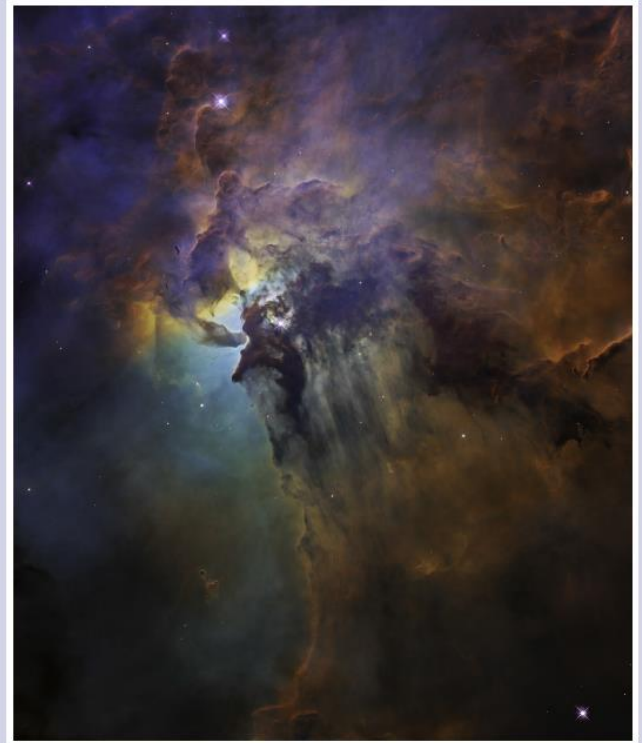
This region epitomizes a typical, raucous stellar nursery. The clouds may look majestic and peaceful, but they are in a constant state of flux from the star's torrent of searing radiation and high-speed particles from stellar winds. As the monster star throws off its natal cocoon of material with its powerful energy, it suppresses star formation around it.

However, at the dark edges of this dynamic bubble-shaped ecosystem, stars are forming within dense clouds of gas and dust. Dark, elephant-like "trunks" of material represent dense pieces of the cocoon, resistant to erosion by the searing ultraviolet light and serve as incubators for fledgling stars. They are analogous to desert buttes that resist weather erosion.

THIS STAR-FILLED IMAGE, taken by NASA's Hubble Space Telescope in near-infrared wavelengths of light, reveals a very different view of the Lagoon Nebula compared with its visible-light portrait. Making infrared observations of the cosmos allows astronomers to penetrate vast clouds of gas and dust to uncover hidden gems. Hubble's view offers a sneak peek at the dramatic vistas NASA's James Webb Space Telescope will provide.

The most obvious difference between Hubble's infrared and visible photos of this region is the abundance of stars that fill the infrared field of view. Most of them are more distant, background stars located behind the nebula itself. However, some of these pinpricks of light are young stars within the Lagoon Nebula. The brilliant star near the center of the frame, known as Herschel 36, is about 200,000 times brighter than our Sun. Its powerful ultraviolet radiation and fierce stellar winds are carving away the surrounding nebula, removing the raw materials that smaller stars need to form. Dark smudges known as Bok globules mark the thickest parts of the nebula, where dust protects still-forming stars and their planets. Hubble cannot penetrate these dusty clumps, but Webb will be able to see through them.

Webb will probe young stars still in the process of forming and examine the disks of dust and gas that surround those stars, known as protoplanetary disks, to determine the extent of planet formation. Webb will see whether the inner regions of those disks have been cleared out, the dust either swept up by protoplanets or swept away by stellar winds.



The images show a region of the nebula measuring about 4 light-years across. They were taken by Hubble's Wide Field Camera 3 between February 12 and 18, 2018.



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## Introduction

The STScI General Grant Provisions (GGP) provide the general rules and regulations applicable to all grants awarded by the Space Telescope Science Institute (STScI or the Institute). This version supersedes all previous versions. STScI is operated by the Association of Universities for Research in Astronomy, Inc., (AURA), for the National Aeronautics and Space Administration (NASA) under HST Contract NAS5-26555 and JWST Contract NAS5-03127. The term “STScI” wherever used in this document or in award documents shall mean the Association of Universities for Research in Astronomy, Inc., (AURA) and its operating center, the Space Telescope Science Institute. The definition of “project-specific” wherever used in this document means either the Hubble Space Telescope (HST) or the James Webb Space Telescope (JWST).

NASA provides funds to the astronomical community through STScI to support research with the Hubble Space Telescope (HST) and the James Webb Space Telescope (JWST). Funds are available to eligible General Observers and Archival Researchers for the acquisition, analysis, and publication of project-specific data (*Reference Section 3, Eligibility for STScI Grant Funding*). In any instance where there is a conflict between the STScI General Grant Provisions contained in this document and the special conditions of the Grant Award or Amendment Documents, the special conditions will govern. Also, the science policies and guidelines in the HST and JWST Calls for Proposals are incorporated into and are considered to be part of these General Grant Provisions.

STScI is authorized to, and will make grant payments from funds advanced or authorized to it by NASA and not from its own assets. STScI administers each grant for NASA unless specifically provided to the contrary. All funding to grantee institutions is contingent upon the availability of funds from NASA. Administration of these grant programs or of specific grants may be transferred from STScI to NASA or its designee, and in the case of such transfer, STScI will have no further responsibility.

STScI administers its grant programs consistent with the NASA policy statement on equal employment opportunity. Equal opportunity is provided regardless of race, color, gender, national origin, religion, age, disability, genetic information, sexual orientation, status as a parent, or gender identity.

**Contact STScI Grants Administration with questions  
regarding these Grant Provisions or the incorporated references.**

Email: [gms\\_mail@stsci.edu](mailto:gms_mail@stsci.edu)

Phone: 410-338-4200

## Section 1 - STGMS (Space Telescope Grants Management System)

STGMS is a web-based application that allows users direct access to grant information.

<https://stgms.stsci.edu>

All grant actions occur in STGMS. These actions include, but are not limited to grant budget submissions and approvals; grant awards and amendments; no-cost extensions; financial reports, performance reports; and transfer requests.

**Need an STGMS account? Contact the Sponsored Research Office at your institution.**



## Section 2 - Program Types

STScI funds research for General Observer (GO) and Archival Researcher (AR) programs. Reference the project-specific Call for Proposals for detailed information on program types.

STScI also provides grant awards to fund the NASA Hubble Fellowship Program (NHFP). Grants awarded for the NHFP are subject to the following, in order of governance: Special Conditions of the Grant Award/Amendment, NHFP Policy, GGP.

Education and Public Outreach (EO) and IDEAS grant programs are closed and proposals are no longer accepted. GO budget proposals may not include efforts to support outreach projects.

## Section 3 - Eligibility for STScI Grant Funding

**Please read this entire section carefully.**

If you have any questions or if a specific situation is not addressed, contact STScI Grants Administration for clarification.

### A. Eligibility for Funding

STScI funding shall not be used in any way to support non-U.S. investigators or their activities. All program personnel including but not limited to PI's, Co-I's, postdocs, students, visitors, other research personnel, and support staff, must meet the eligibility requirements of a U.S. investigator. A non-U.S. investigator is anyone who does not meet the criteria in this Section.

#### **A U.S. Investigator is a:**

U.S. citizen residing in the United States or abroad whose salary is paid only by a U.S. institution, and who does not have a formal or contractual relationship (funded or unfunded) with a non-U.S. institution.

OR

U.S. permanent resident or foreign national investigator working in the United States whose salary is paid only by a U.S. institution, and who does not have a formal or contractual relationship (funded or unfunded) with a non-U.S. institution.

**Named investigators** must meet the eligibility requirements at the time of budget submission and throughout the duration of the grant. If not eligible at that time, an investigator does not become eligible for funding on the program if they transfer to a U.S. institution at a later date.

**Unspecified or TBD positions** cannot be filled by any person who has a formal or contractual relationship (funded or unfunded) with a non-U.S. institution. This includes, but is not limited to visitors, exchange students, and fellows. Eligibility must be met prior to receiving grant support and throughout the duration of the grant.

*Note that a U.S. investigator may receive grant support for project-specific work while on approved sabbatical at a non-U.S. institution (if employed by the U.S. institution during sabbatical).*

*Temporary service on an advisory panel or acceptance of an honorarium for an invited talk at a non-U.S. institution does not make a U.S. investigator ineligible to receive grant funding.*

B. European Space Agency (ESA) Investigators

1. HST - ESA investigators, including ESA investigators at STScI, are not eligible for HST grant funding and should apply to their own institutions or national research organizations for support.
2. JWST – ESA investigators, with the following exception, are not eligible for JWST grant funding and should apply to their own institutions or national research organizations for support. The JWST NASA and ESA Mission Operations Joint Project Implementation Plan (JPIP) specifically allows ESA investigators working at STScI, to apply for JWST grant funding. Such grant awards are intended to support Postdocs or Graduate Students working in the U.S. with the ESA personnel and are not to be used to support ESA personnel salary. All other requirements in these GGP, including eligibility, remain in effect.

C. Canadian Space Agency (CSA) Investigators

CSA investigators are not eligible for STScI grant funding and should apply to their own institutions or national research organizations for support.

D. Transfers to Non-U.S. Institutions

1. A U.S. investigator who transfers to non-U.S. institution is no longer eligible to receive funding effective as of the official end date at the U.S. institution or the official start date at the non-U.S. institution (whichever comes first), and the grant will be closed.

2. STScl Grants Administration must be notified when a U.S. investigator accepts employment or other affiliation with a non-U.S. institution. All costs incurred to support non-U.S. investigators (either directly or indirectly) are unallowable, and funds expended on such costs must be returned to STScl.

**IMPORTANT**

**Reference Section 21, “Transfers”  
for requirements regarding disposition of funds when a funded investigator  
transfers to a non-U.S. institution**



## Section 4 - Eligible Institutions

Investigators who are eligible for funding must be affiliated with one of the institution types listed below. All budget proposals will be submitted by the institution and all grant awards will be issued to the institution and not to an individual. STScl has an obligation to ensure that grantee institutions meet the requirements related to the award of federal funds and has the authority to deny issuing a grant to any institution failing to meet such requirements.

1. Universities and Colleges
2. Non-profit Research Institutions
3. Private For-Profit Organizations
4. Federal Agencies

*If not employed by NASA, a statement must be provided that none of the requested project costs are reimbursable through the federal agency. Approved grant funding will be issued via an interagency transfer of funds from the Goddard Space Flight Center (GSFC). The grants will be administered by STScl.*

## Section 5 - Standards for Financial Management Systems

An institution assuming responsibility for a grant awarded by STScl must have a financial management that provides for:

- A. Accurate, current, and complete disclosure of all grant expenditures for each grant in accordance with the reporting requirements in Section 24.
- B. Records that adequately identify the source and application of funds for each grant. These records must contain information pertaining to awards, authorizations, obligations, expenditures, unobligated balances, and interest.
- C. Effective control over and accountability for all funds, property, and other assets. Grantees must adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- D. Comparison of actual expenditures with budgeted amounts for each grant.
- E. Written procedures to minimize the elapsed time between the payment of funds and the disbursement of such funds when advance payments are provided by STScl.
- F. Written procedures for determining the reasonableness, allowability, and allocability of costs in accordance with these General Grant Provisions, Special Conditions stated in the Grant Award or Amendment Documents, and the applicable Federal Cost Principles.
- G. Accounting records, including cost accounting records that are supported by source documentation.
- H. Examinations in the form of periodic independent audits or internal audits on an organization-wide basis to test the fiscal integrity of financial transactions and the effectiveness of the financial management system.

## Section 6 - Requirements for New Grantee Institutions

Prior to issuing a grant award to a new institution or organization, STScl requires the submission of:

- A. Articles of Incorporation
- B. Audited Financial Statement, and/or
- C. Financial Management Questionnaire
- D. Annual audit in accordance with 2 CFR Part 200 Subpart F (formerly A-133) or Certification Letter

## Section 7 - STScl Review of Risk Posed by Applicants

STScl has an obligation and the authority to ensure that grantees meet the requirements related to the award of federal funds. To evaluate risk, grantee institutions must submit an annual risk assessment checklist, distributed by STScl.

A. STScl will review and consider:

1. Financial stability;
2. Quality of management systems and the ability to meet management standards set forth in 2 CFR 200.302;
3. History of performance:  
  
If the grantee is a prior STScl grant recipient, the grantee's record in managing those awards, including timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of previous grants, and if applicable, the extent to which any previously awarded amounts were expended prior to future awards;
4. Reports and findings from audits performed under 2 CFR 200, Subpart F - Audit Requirements, or the reports and findings of any other available audits; and
5. Grantee's ability to effectively implement statutory, regulatory, or other requirements imposed on the grantee institution.

B. In addition to this review, STScl requires that the grantee comply with the Certifications, Assurances, and Representations in Appendix A of these *General Grant Provisions*.



## Section 8 - Additional Specific Conditions

- A. If a grantee does not meet the criteria of these GGP, STScl may impose additional requirements such as:
  - 1. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
  - 3. Requiring additional, more detailed financial reports;
  - 4. Requiring additional project monitoring;
  - 5. Requiring the grantee to obtain technical or management assistance; or
  - 6. Establishing additional prior approvals as specified in Section 37.
- B. If STScl imposes additional requirements, it will notify the grantee as to:
  - 1. The nature of the additional requirements;
  - 2. The reason why the additional requirements are being imposed;
  - 3. The corrective action needed to lift the additional requirements;
  - 4. The time allowed to implement the corrective actions; and
  - 5. The method for requesting reconsideration of the additional requirements imposed.
- C. The grantee must promptly implement the additional requirements imposed by STScl.
- D. Special conditions will be removed once STScl determines that the conditions that prompted them have been corrected.

## Section 9 - Cost Considerations: Allowable, Reasonable, and Allocable

The total cost of an STScl grant is comprised of the total allowable direct and indirect costs of a project. In addition to the criteria listed in this section of the Grant Provisions, the allowability of costs for For-profit organizations, and the Nonprofit organizations listed in 2 CFR, Appendix VIII to Part 200 – *Nonprofit Organizations Exempted from Subpart E*, are determined in accordance with the provisions of the Federal Acquisition Regulations (FAR).

Allowable costs will be determined in accordance with these GGP. STScl has the final authority to determine if a cost is allowable. Indirect costs (IDC) necessary for support of a project must be based on an applicable federally negotiated IDC rate. In the absence of a federally negotiated IDC rate, the institution may elect to charge a de minimis rate of 10% of the MTDC (modified total direct cost). If a grantee elects to use the de minimis rate, this methodology must be used consistently for all budgets until such a time as the grantee chooses to negotiate for a rate.

**A copy of the federally negotiated IDC rate agreement that supports the rates used in the budget must be provided to STScl prior to a grant award.**

### A. Allowable Costs

Costs must meet the following criteria to be allowable under a grant:

1. Be necessary and reasonable for the performance of the award.
2. Be allocable to the approved grant.
3. Conform to any limitations or exclusions set forth in this document or in the Grant Award/Amendment Documents.
4. Be consistent with policies and procedures that apply uniformly to both federally-funded and other activities of the grantee institution.
5. Be accorded consistent treatment. A cost may not be assigned to a grant as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the grant as an indirect cost.
6. Be determined in accordance with generally accepted accounting principles.
7. Be adequately documented.

B. Reasonable Costs

A cost is considered reasonable if, in its nature and amount, does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Major considerations involved in the determination of the reasonableness of a cost are:

1. Whether the cost is of a type generally recognized as ordinary and necessary for the proper and efficient performance of the grant activities;
2. The restraints or requirements imposed by such factors as sound business practices; arm's length bargaining; federal, state, and other laws and regulations; terms and conditions of the grant award;
3. Market prices for comparable goods or services for the geographic area;
4. Whether the cost is consistent with the established practices and policies of the grantee institution.

C. Allocable Costs

1. A cost is allocable to a grant if the goods or services involved are chargeable or assignable to the grant in accordance with the relative benefits received or other equitable relationship.
2. Any cost allocable to a particular grant may not be charged to other grants to overcome funding deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and condition of the federal awards, or for other reasons.
3. If a cost benefits two or more grants in proportions that can be determined without undue effort or cost, the cost should be allocated to the grants based on the proportional benefit.
4. Where the purchase of equipment or other capital asset is specifically authorized under a grant, the costs are assignable to the grant regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

## Section 10 - Budgets and Allowable Costs

### **BUDGETS**

By submitting a proposal and accepting a grant funded by STScI, the grantee agrees to comply with these General Grant Provisions, and any other terms and conditions included in the Grant Award Document.

Budgets are submitted to STScI via STGMS and include certification that the statements made in each budget and narrative are true and correct to the best of the Authorizing Official's knowledge and belief. Willful provision of false information in the budget or its supporting documents, or in reports required under an ensuing award, is a criminal offense (U.S. Code, Title 18, Section 1001).

Each budget must have an Administrative PI who will have overall fiscal and reporting responsibility for the grant. Proposals by non-U.S. investigators that have one or more U.S. Co-I's who require funding must designate one of the U.S. Co-I's as the Program "Administrative PI". This person will have general oversight and responsibility for the budget submissions.

### **ALLOWABLE COSTS**

*Contact STScI Grants Administration with questions regarding allowable/unallowable costs.*

Budget proposals should include a detailed financial plan and a supporting justification for each cost item listed in the budget. All costs must be allowable, reasonable, and allocable to support the acquisition, calibration, analysis, publication, and related costs of the approved research.

- A. Salary
- B. Travel
- C. Publications
- D. Computer Services
- E. Equipment
- F. Materials and Supplies
- G. Ground-Based Observations
- H. Relocation
- I. Other Costs
- J. Fringe Benefits
- K. Indirect Costs
- L. Pre-Award Costs (at grantee's own risk)



A. Salary *(All funding support must satisfy the eligibility requirements in Section 3)*

1. Investigators - Salary support for named investigators is allowable provided it is reasonable for the services rendered and it is consistent with the established policies of the institution assuming responsibility for the grant.
2. Salary Rates - STScl funds may not be used to pay more than a person's full time salary, more than their hourly rate, or more than the salary comparable to what the person made while last affiliated with an institution (e.g. a person in retired status). An individual may not be reimbursed for consulting or other time in addition to a regular full time institutional salary covering the same period of employment.
3. Summer Salary - Faculty members at academic institutions may request support for summer salary in accordance with their institutional policies.
4. Release Time / Academic Institutions - Exceptions for release-time during the academic year may be permitted under special circumstances and such costs must be fully justified in the budget proposal.
5. Release Time / Non-academic Institutions - Release time for project investigators working in non-academic institutions is allowable provided the compensation requested is reasonable and consistent with each employee's regular full time salary or the rate of compensation. The grantee institution must provide verification to STScl that they support the release time and quantify the amount of time the employee will be released from their regular position.
6. Research Assistance - Costs for Postdocs, Graduate Students, and other personnel, otherwise eligible in accordance with Section 3, to assist in the analysis of grant-specific data are allowable. All salaries must be in accordance with the standard policies of the grantee institution.
7. Administrative/Clerical - Costs for administrative and clerical staff should be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the conditions in 2 CFR 200.413 are met.

B. Travel

Transportation and subsistence costs for grant personnel to obtain, analyze, and disseminate project-specific data are allowable. Such costs must be in accordance with the written travel policies of the grantee institution. In lieu of an institutional travel policy, the Federal Travel Regulations may be used for guidance.

1. All travel costs charged to a grant must be for travel that is directly related to that grant.
2. Air travel, domestic or foreign, for personnel and property, must be aboard a U.S. flag carrier to the extent possible. This includes flights where a U.S. flag carrier and a non-U.S. flag carrier share a flight number (i.e. a code-shared flight). Airfare costs in excess of the customary standard commercial airfare (coach or equivalent), federal government contract airfare (where authorized and available) or the lowest commercial discount airfare are unallowable except when such accommodations would:
  - a. Require circuitous routing;
  - b. Require travel during unreasonable hours;
  - c. Excessively prolonged travel; or
  - d. Result in additional costs that would offset the transportation savings.

C. Publications

Costs for the publication of the results obtained from the analysis of project-specific data are allowable.

D. Computer Services

Costs of computer time and software for the analysis of project-specific data are allowable. Details of the services and software to be used must be fully described and justified. The costs must be in accordance with those charged on other federally sponsored projects.

E. Equipment

Equipment is defined as a per-unit acquisition cost of \$5,000 or more with a useful life of more than one year.

1. The purchase of equipment including computer or related hardware is allowable if it was included in the approved budget. Prior STScI approval is required to purchase equipment that was not specifically authorized in the approved budget.
2. The purchase of equipment is generally not approved for private or for-profit organizations.

3. Property records must be maintained that include a description of the equipment, a serial number or other identification number, the source of funding for the equipment, the cost of the equipment, and the date of purchase.
4. A list of all equipment purchased on the grant must be submitted at the end of the grant period (Ref. Section 24, Reporting Requirements). If no equipment was purchased on the grant, a negative report is required.
5. Unless otherwise stated in the Grant Award/Amendment Documents, title to and responsibility for all equipment purchased with grant funds is vested in the Grantee Institution provided that:
  - a. The Grantee uses the equipment for the authorized activities of the grant, and
  - b. When no longer needed for the original grant, the equipment is used for other grants funded by STScI or activities under federal awards from other federal awarding agencies.
6. It is the responsibility of the Grantee and the Grantee Institution to ensure that no equipment or supplies (i.e. laptops, notepads, etc.) are transferred to a non-U.S. Institution or a non-U.S. investigator during or after the period of performance.

F. Materials and Supplies (including Computing Devices)

Materials and Supplies are all tangible personal property other than those described in Equipment above.

The purchase of Materials and Supplies directly related to the grant are allowable if such costs are not already reimbursed through indirect costs.

A computing device is a supply if the acquisition cost is less than \$5,000 regardless of the length of its useful life. A computing device is defined as a machine used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information.

G. Ground-Based Observations

Costs to support ground-based observations to obtain data for interpreting project-specific observations are allowable.

1. A description and justification of the planned observations must be included in the budget proposal.
2. The total cost of ground-based observations should be only a small portion (generally not more than 10%) of the overall program budget.

H. Relocation

Costs for relocation are allowable provided they are in accordance with the policies and practices of the grantee institution. Additionally, these costs may be reimbursed only if the term of employment at the new institution is for 12 months or more.

I. Other Costs

1. Any costs not mentioned above that are necessary to complete work on the program and otherwise allowable may be considered for reimbursement.
2. Costs incurred by Non-profit organizations (listed in Title 2 CFR, Appendix VIII), and For-profit organizations, are determined in accordance with the provisions of the Federal Acquisition Regulations (FAR).

J. Fringe Benefits

1. If an institution's usual accounting practices treat contributions to employee benefits (health, social security, retirement, etc.) as direct costs, applicable fringe benefits may be requested. Fringe benefits must be applied consistently for the period the rate is in effect, and in accordance with the rates approved by the cognizant federal agency.
2. If unapproved or provisional rates are used, provide an explanation including the computational basis for the fringe benefits and corresponding allocation base for each rate.

K. Indirect Costs

Indirect Costs (IDC) includes the terms Facilities and Administration (F&A), Overhead (OH), and General Administrative (G&A) rates. IDC's are not a factor in the budget proposal review process and do not affect funding recommendations.

1. Indirect costs (IDC) are allowable provided the IDC rate used in the budget is based on a Negotiation Agreement with an agency of the federal government. The federal IDC Negotiation Agreement that supports rates used in the budget must be submitted to STScl prior to grant award.

2. It is STScl policy to allow the application of Indirect Cost Rates (IDC) to modified total direct costs (MTDC). MTDC excludes equipment, capital expenditures, tuition remission, scholarships and fellowships, and the portion of each subcontract or subgrant expenses in excess of \$25,000.
3. Indirect costs necessary for support of a grant must be based on an applicable federally negotiated IDC rate. For institutions without a federally negotiated IDC rate, STScl will allow a de minimis rate of up to 10% of modified total direct costs (MTDC). If a grantee elects to use the de minimis rate, this methodology must be used consistently for all budgets until such a time as the grantee chooses to negotiate for a rate. Verification of the federally negotiated IDC rate must be provided to STScl prior to a grant award.
4. STScl will not increase the awarded amount to cover additional costs resulting from the negotiation of an indirect cost rate greater than the rate in the approved budget; however, the negotiation of a lower rate may result in the reduction of the award.
5. In no event will STScl provide funds in excess of actual grant costs.
6. If a provisional rate is used, the grantee institution shall provide a copy of the negotiated rate covering the grant period.

**Submission of the federally negotiated IDC rate agreement that supports the rates used in the budget is required and must be provided to STScl prior to a grant award.**

## Section 11 - Pre-Award Costs

Pre-award costs are those incurred prior to the effective date of the grant award. The costs must be for project activities directly related to a specific STScl program and necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the award date of the grant.

Pre-award costs are incurred at the grantee's own risk. STScl is under no obligation to reimburse such costs in the event that a grant award is not made or if an award is made in an amount less than approved.

## Section 12 - Unallowable Costs

All costs charged to a grant must be actual costs. STScl is not obligated to reimburse grantees for costs incurred in excess of the total funding approved by STScl. The grantee is not authorized to continue performance beyond the amount obligated and available to the grant. Additionally, STScl is not obligated to reimburse funds for work outside the original scope of work.

The following list includes but is not limited to costs that are specifically unallowable.

- A. Cell phones and data plans that support personal devices
- B. Internet Service Provider (ISP) outside of the host institution
- C. Profit, Management Fee, and Cost of Money
- D. Costs incurred outside the grant period of performance
- E. Encumbrances

**Unsure if a cost is allowable?  
Contact STScl Grants Administration for assistance.**

Email: [gms\\_mail@stsci.edu](mailto:gms_mail@stsci.edu)

Phone: 410-338-4200



## Section 13 - Cost Sharing

Voluntary cost sharing or matching is not expected or required for STScl grants.

## Section 14 - Budget Submissions

Reference the current HST or JWST Call for Proposals for information regarding budget submissions.

Questions regarding science proposals should be directed to the STScI Help Desk ([help@stsci.edu](mailto:help@stsci.edu)).

## Section 15 - Notification of Approved Program Amounts

### Helpful Tips:

Revised budgets are required if the approved funding is less than the amount requested in the budget submission.

Program Administrative PI's must notify Co-I's if revised budgets are required.

- A. After the STScl Director approves the funding recommendations, U.S. Program Administrative PI's and their institutions will receive electronic notification of approved program funding. The notification is not the official award document. A separate Grant Award Document will be issued to the grantee institution.
- B. U.S. Program Administrative PI's and their institutions receive notification of the approved program amounts. Co-I's do not receive individual notification. The amount in the notification is the total approved for all funded investigators on the program.
  - If the approved program amount is less than the budgeted amount, the U.S. Administrative PI determines the revised funding allocation for each grant and notifies each Co-I of the amount to submit for their revised budget.
- C. With the exception of any unallowable costs that must be specifically removed from the budget, reductions are not required in the cost categories listed in the notification. Each Co-I may decide how to reallocate their budget up to the approved amount.

**All funding is contingent upon the availability of funds from NASA.**

## Section 16 - Grant Awards and Funding Availability

Submission of overdue reports for previously awarded grants is required prior to any new grant award.

- A. Grant awards are issued to the proposing institution at which the Administrative PI is employed and not to the PI personally (*Reference Section 4, Eligible Institutions*).
- B. STScl can withhold grant awards for an investigator or an institution until reporting requirements for existing awards are met.
- C. Funding becomes automatically available in increments to the grantee institution. A percentage of the total grant approved amount will be made available when a Grant Award Document is issued. Additional funding becomes available in increments when 90% of the existing grant funding is paid. At that time, STGMS will *automatically* issue a grant amendment with the increased funding amount.

Approved Amount	Available at Award	Available when 90% expended
Up to \$30,000	100%	
Up to \$50,000	50%	50%
Greater than \$50,000	20%	20% in equal increments

Incremental schedules may be adjusted:

Early Release of Incremental Funding - If work on the project is progressing such that the scheduled funding availability is insufficient, contact STScl Grants Administration to request an early release of incremental funding. A brief justification is required.

Other Funding Adjustments - STGMS monitors expenditures. If \$0.00 expenditures are reported during the first nine (9) months of the period of performance, the grantee will be notified that no expenditures have been reported. If no expenditures are reported within twelve (12) months, the grantee will be notified that the available funding will be reduced by 50%. *This does not affect the grant award amount. Only the available funding will be rephased.*

When 90% of the current funding is invoiced and paid, an incremental funding allotment will be automatically released.

- D. Preparatory Funding is available for GO programs only. Up to 25% of the total approved budgeted amount may be requested to begin essential work prior to observations. Preparatory funding is awarded subject to the submission of revised budgets and/or overdue reports and all other criteria above.
- E. STScl is not obligated to reimburse grantees for costs incurred in excess of the total funding approved by STScl. The grantee is not authorized to continue performance beyond the amount obligated and available to the grant (*Reference Section 12, Unallowable Costs*).

## Section 17 - Period of Performance

The grant period stated in the Grant Award Document is the time during which STScI sponsorship begins and ends. This is also the time during which all grant expenditures must be incurred. STGMS issues Grant Award Documents with the period beginning on the first day of a month and ending on the last day of a month.

It is anticipated that the period of time required to analyze project data will be one to two years depending on the type and complexity of the project. Normally a grant is awarded with a 3-year period of performance to allow adequate time to complete work on the grant. No-cost extension requests are limited to one-time-only (*Reference Section 22, No-Cost Extensions*).

Expenditures made outside of the period of performance are made at the risk of the grantee institution.

## Section 18 - Revisions to Budgets or Program

- A. STScI grants are awarded based on an approved proposal and budget. The budget is a detailed financial expression of the project or program and shall be related to performance for the purpose of program evaluations whenever appropriate.

Prior approval from STScI is required when there are deviations from the approved budget and program plans that will:

1. Result in changes to the scope or the objectives of the grant (even if there is no associated budget revision with the changes, prior written approval from STScI is required);
  2. Result in items being added to the budget which require prior approval from STScI (i.e. equipment purchases) that were not specifically authorized in the Grant Award or Amendment Documents;
  3. Result in transferring substantive project activities to a third party by sub-granting, contracting, or other means;
  4. Involve the transfer of funds between direct cost categories, or the transfer of funds between direct and indirect cost categories when the cumulative amount of such transfers is expected to exceed \$25,000 or 25% of the total grant approved by STScI, whichever is less.
- B. All other budget changes do not require STScI approval.
- C. Revised budgets must be submitted to STScI for any revisions that exceed the amounts indicated above.
- D. Revisions must be submitted via STGMS and include a revised budget narrative.



## Section 19 - Personnel Changes

- A. Prior approval from STScl is required for all changes to key grant personnel:
1. Scientific or Administrative Principal Investigator (PI) of a program or grant.
  2. Scientific or Administrative PI's level of effort in grant activities.
  3. PI absence from the grantee institution for more than 30 days.
    - a. STScl may require the grantee Institution to designate an Administrative PI to assume responsibility for the grant for the duration of the PI's absence.
    - b. Personnel that transfer to a foreign institution are no longer eligible to receive support from STScl grants in any way. Charges incurred after the effective date of transfer from the grantee institution are unallowable.
  4. Co-I added to the Program.
- Changes to scientific personnel also require approval of the STScl Head of Science Policies Division. Contact Grants Administration to coordinate this action.
- B. Submit notifications and requests for approval via STGMS or email ([gms\\_mail@stsci.edu](mailto:gms_mail@stsci.edu)) at least 30 days prior to the change, or as soon as the Investigator or Institution has knowledge that a change will occur. STScl will issue a Grant Amendment that documents the approved changes.
- C. If arrangements proposed by the grantee are not acceptable to STScl, the grant may be suspended or terminated and STScl will provide closeout instructions.

**It is the responsibility of all investigators to maintain current addresses and affiliation information in MyST:**

**<https://profile.stsci.edu>**

## Section 20 - Authorizing or Certifying Officials, and Administrative Personnel Changes

### **Authorizing Official (AO)**

The AO is the individual who is legally responsible to accept grant awards on behalf of the grantee institution. To change the AO of the institution, a signed request on the institution's letterhead must be submitted to STScl. Scanned or hardcopies are acceptable.

Scanned copy:	<a href="mailto:gms_mail@stsci.edu">gms_mail@stsci.edu</a>
Hard copy:	Grants Administration Office Space Telescope Science Institute 3700 San Martin Drive Baltimore, MD 21218

### **Certifying Official (CO)**

The CO is the individual responsible for financial reporting on behalf of the grantee institution. To change the CO of an institution, send a request via STGMS or to [gms\\_mail@stsci.edu](mailto:gms_mail@stsci.edu).

### **Administrative Personnel**

Approval from STScl is not required for changes to Administrative Personnel (e.g Sponsored Research, Accounting, Budgets, etc.), but a courtesy email would be appreciated.

**Authorized STGMS Account Managers at grantee institutions are required to update privileges in STGMS when personnel changes occur. This includes activating and deactivating accounts.**

## Section 21 - Transfers

Prior approval from STScl is required to transfer the legal and administrative responsibility of a grant from one institution or investigator to another, and for all changes to Key Program/Grant Personnel (funded and non-funded).

The PI, Authorizing Official, and/or other responsible parties of the grantee institution must notify STScl Grants Administration immediately upon knowledge that a named investigator (PI, Co-I, Postdoc, or Graduate Student) is transferring to another institution.

Requests for transfer must be submitted via STGMS during the grant period of performance. Requests made after the grant expires are subject to denial. A Grant Amendment with the approved changes will be issued.

### A. Transfers between U.S. institutions

Depending on the individual circumstances of an investigator transferring from one U.S. institution to another, there are various options for funding disposition. Contact STScl Grants Administration for transfer instructions.

### B. Transfers to non-U.S. institutions

Funded U.S. investigators who transfer to a non-U.S. institution become ineligible to receive funding effective as of the official end date at the U.S. institution or the official start date at the non- U.S. institution (whichever comes first).

If the investigator is the Administrative PI, the grant will be closed and funds will be disposed as follows:

#### 1. If there are no other U.S. Investigators

If there are no other U.S. Investigators on the program the grant will be closed and remaining funds returned to STScl. It is unallowable to add a U.S. investigator to the program merely for purpose of transferring grant funds.

If grant funds currently support only a Postdoc or Graduate Student, a request for an exception to add an investigator to the program to assume the role of Administrative PI may be submitted to STScl. If approved, existing grant funds may support the Postdoc or Graduate Student for a reasonable period of time (e.g. until the end of the current semester) to help transition to another funding source.

2. If there are other U.S. Investigators

If other U.S. investigators are actively contributing to the project, a request to transfer the balance of funds to support research within the original scope of work may be submitted to STScl for approval.

## Section 22 - No-Cost Extensions

STScl expects that the Principal Investigator and grant personnel will complete the objectives of the proposed grant within the period of performance. If the work is not completed within that period, a one-time-only request for a no-cost extension of the period of performance may be requested at least 30 days prior to the end date of the award. No further requests will be accepted. Requests received after the end date of the award may be denied.

- A. The request must include:
  - 1. A technical or scientific reason the extension is necessary;
  - 2. A summary of the progress to date. The information can be provided in the request or in a separate Interim Performance Report;
  - 3. A description of the work to be performed during the extension period; and
  - 4. A description of how the funds will be spent during the extension period.
- B. All no-cost extension requests are subject to the approval of STScl and will be denied if:
  - 1. It is merely for the purpose of using unobligated balances;
  - 2. The extension requires additional funds;
  - 3. STScl determines that the extension involves any change in the approved objectives or scope of work;
  - 4. The grantee is not in compliance with all of the reporting requirements (i.e. overdue interim financial or performance reports); or
  - 5. The terms and conditions of the grant award or a subsequent amendment to the grant prohibit an extension.
- C. All expenditures incurred during the extended period of performance must be directly related to the scope of work as described in the approved proposal.

## Section 23 - Appeals and Supplemental Funding Requests

Funds available for Appeals and Supplements are generally very limited. Contact STScI Grants Administration for information regarding availability.

- A. STScI expects that investigators will make every effort to complete all grant activities within the approved scope of work and within the grant award amount. If unanticipated costs arise in analyzing project data, a modest request for supplemental funding to finalize the project may be submitted. Supplements are not intended to restore the original scope and/or funding of projects that were previously reduced. Award of any additional funding is contingent upon review by the STScI Financial Review Committee (FRC) review, STScI Director approval, and the availability of funding from NASA.
- B. If analysis beyond the original scope of work is necessary, a new science proposal shall be submitted and reviewed by the Telescope Allocation Committee during the next cycle's proposal review. Reference the HST or JWST Call for Proposals for information and instructions on how to submit a proposal.

## Section 24 - Reporting Requirements

Grantees are responsible for managing and monitoring each project, function, and activity associated with the grant. By accepting STScl funding, the Grant Administrative PI and grantee institution specifically agree to submit all required reports in accordance with the schedule in the Grant Award/Amendment.

### A. Interim Reports

REPORT	DUE	INCLUDES	WHO IS RESPONSIBLE?
Performance	Annually, in accordance with the schedule in the Grant Award/Amendment	Brief comparison of actual accomplishments with the goals and objectives for the period, the findings of the investigator, or both.  Reason why established goals were not met, if appropriate.	Grant Administrative PI
Financial	Monthly, or in accordance with the schedule in the Grant Award/Amendment	If multiple grants, one report with expenditures for each grant may be submitted.  Even if no costs were incurred on a grant, a zero expenditure financial report is required.	Authorizing or Certifying Official *
Annual Audit **	Annually, if federal expenditures are \$750K or more during the fiscal year.  Exempt if federal expenditures are less than \$750K during the fiscal year.	In lieu of the Annual Audit report, grantee may provide a letter certifying that there were no audit findings and/or material weaknesses to the financial management of the institution and/or any STScl grants.	Authorizing or Certifying Official *

\* The grantee is required to meet the certifications stated in 2 CFR 200.415

\*\* The grantee is required to meet the certifications stated in 2 CFR 200, Subpart F



B. Final Reports

REPORT	DUE	INCLUDES	WHO IS RESPONSIBLE?
Performance	Within 90 days of the grant end date	Brief comparison of actual accomplishments with the goals and objectives for the period, the findings of the investigator, or both.  Reason why established goals were not met, if appropriate.	Grant Administrative PI
Financial	Within 90 days of the grant end date	A single report must be submitted for each grant.  Even if no costs were incurred on the grant, a zero expenditure final financial report is required.	Authorizing or Certifying Official *
Equipment	Within 90 days of the grant end date	List of equipment and cost. Ref. Section 10 E, Equipment, paragraphs 3 and 4.	Grant Administrative PI or appropriate Administrative Personnel
New Technology	Within 90 days of the grant end date	The development of new technology resulting from the research. **	Grant Administrative PI or appropriate Administrative Personnel

\* The grantee is required to meet the certifications stated in 2 CFR 200.415

\*\* Specific guidance regarding NASA's new technology reporting policy can be found at:

<https://invention.nasa.gov/what-is-reported.php>

C. 2 CFR 200.415 - Required Certification

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

D. Patent Rights

The disposition of rights to inventions made in the performance of work under this grant will be made in accordance with the provisions of 37 CFR 401.3(a) and NASA's implementing regulations. The provisions (clause), entitled "Patent Rights" is set forth in 2 CFR 1800.908, and is hereby made applicable to this grant. The grantee shall include an appropriate patent rights provision in accordance with paragraph (g)(1) in all subcontracts. All disclosures of subject inventions, election of rights, utilization reports, and other reports and information required by the aforementioned "Patent Rights" clause shall be submitted to the Grants Administration Office.

## Section 25 - Payments

Payments to grantee institutions are made on a cost reimbursement basis upon the submission of Interim or Final Financial Reports through the STGMS. Requests for payment may not exceed the amount of funding currently available on the grant. If work on the grant is progressing such that the amount of funding available is insufficient, contact STScl Grants Administration to request an early release of incremental funding (*Reference Section 16, Grant Awards and Funding Availability*).

Payments for grants will not be sent outside of the United States. Any U.S. institution located in a foreign country must establish a bank account with a U.S. financial institution to which all grant payments will be sent.

### A. Advance Payments

Funds may be advanced for anticipated expenditures of grant costs. Advance payments must be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the grantee to perform the work of the approved program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursement by the grantee for direct costs and the proportionate share of any allowable indirect costs.

### B. Cash On Hand and Refunds

Payments received in excess of incurred costs are considered cash on hand. Costs for these funds should be incurred and reported in subsequent interim financial reports. The grantee must submit a refund financial report and refund by check or electronic transfer to STScl for any remaining cash on hand not used within ninety (90) days.

### C. Interest

Advance payments of grant funds must be maintained in an interest-bearing account and interest earned shall be reported annually.

1. Interest up to \$500 per year, per grant, may be retained by the grantee for administrative expenses.

2. Interest in excess of \$500 per year, shall be remitted to STScI annually.
3. All remittances shall be made payable to STScI. Include the STScI grant number on the check (for example: GO-12345.001-A) and note that the payment is a refund for "Interest earned."
4. Interest earned shall be reported on interim and/or final financial. Contact STScI Grants Administration ([gms\\_mail@stsci.edu](mailto:gms_mail@stsci.edu)) for instructions.
5. The grantee may not reduce the amount of a requested payment by the amount of interest earned.

## Section 26 - Foreign Agreement Letters to Non-U.S. Institutions (HST)

STScI is required by NASA to send Foreign Agreement Letters to directors and investigators at non-U.S. institutions that have GO/AR investigators listed on HST programs.

NASA requires acceptance of the agreement of Financial Arrangements, Data Rights, and Liability for activity connected with the use of the Hubble Space Telescope. The letter must be signed by the institutional Authorizing Official (e.g. Director, President, Chancellor, Vice-Chancellor, Dean, Department Head, or Legal Office) and returned to STScI. Failure to return the properly executed agreement may result in the restriction of HST program data to the applicable non-U.S. investigator during the proprietary (or exclusive access) period.

This agreement is required by the Director of NASA International Affairs and may not be revised in any way. Requests for revisions to the language will be denied. **There are no exceptions.**

Although the Acceptance of Data Rights concerning the proprietary (or exclusive access) period during which data can be accessed does not pertain to AR programs, the non-U.S. institution must accept the terms of the Financial Arrangements (potential costs incurred on their part) and Liability.

### Helpful Tip:

Foreign Agreement Letter FAQs can be found on the STScI Grants Administration website:

[www.stsci.edu/scientific-community/grants-administration/frequently-asked-questions](http://www.stsci.edu/scientific-community/grants-administration/frequently-asked-questions)

**No action is required by U.S. investigators with regard to these letters.**

**It is the responsibility of all investigators to maintain current addresses and affiliation information in MyST:**

<https://profile.stsci.edu>

## Section 27 - CFDA Number

STScI is operated by the Association of Universities for Research in Astronomy, Inc., (AURA), for the National Aeronautics and Space Administration (NASA) under Contracts NAS5-26555 and NAS5-03127.

NASA provides contract funds to STScI to directly support scientific research using the Hubble Space Telescope (HST) and the James Webb Space Telescope (JWST). There is no CFDA (Catalog of Federal Domestic Assistance) number associated with STScI grants.

## Section 28 - Grantee Responsibility and Insurance

### A. Responsibility

The grantee is considered an independent researcher and not an employee of STScl. The grantee is responsible for all actions taken or not taken in the performance of the activity under a grant funded by STScl, including actions taken at the Institute, and STScl expressly disclaims any responsibility to any third party therefor. Further, to the extent allowable by State law, the grantee agrees to hold STScl harmless from, and to accept all responsibility for any harm suffered by anyone arising out of actions of the grantee or its employees, agents, and representatives while visiting STScl.

### B. Insurance

The grantee institution shall provide and maintain during the term of any awarded grant, appropriate insurance, including but not limited to Workers Compensation, and Comprehensive General Liability, on its behalf and on behalf of its employees, agents, and representatives. Evidence of such insurance shall be provided to STScl upon request.



## Section 29 - Remedies for Non-Compliance

If a grantee materially fails to comply with the terms and conditions of a grant award, whether stated in a federal statute, regulation, assurance, application, or notice of award, STScl may, in addition to imposing any of the special conditions in *Section 8, Additional Specific Conditions*, of this GGP, take one or more of the following actions, as appropriate in the circumstances.

- A. Temporarily withhold payments pending correction of the deficiency by the grantee or more severe enforcement action by NASA.
- B. Disallow all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate the grant award.
- D. Withhold further awards.
- E. Take other remedies that may be legally available.

## Section 30 - Suspension and Termination

### A. Definitions

1. The "termination" of a grant means the ending of an STScl award, in whole or in part, at any time prior to the date of completion.
2. The "suspension" of a grant is an action by STScl that temporarily suspends a grant award pending corrective action by the grantee, or pending a decision by STScl to terminate the grant.

### B. Termination for Convenience

1. STScl may terminate a grant award in whole or in part at its discretion, or when it determines after consultation with the grantee, that the continuation of the work would not produce beneficial results commensurate with the further expenditure of funds.
2. The termination conditions, including the effective date, and in the case of a partial termination, the portion to be terminated, shall be by mutual agreement to the extent possible.
3. The grantee shall not incur new obligations for the terminated portion of the grant after the effective date, and shall cancel as many outstanding obligations as possible.
4. STScl will allow full credit to the grantee for non-cancelable obligations properly incurred prior to the termination.

### C. Termination for Cause

1. When a grantee fails to comply with the terms and conditions of a grant award, STScl may upon reasonable notice to the grantee, suspend the award in whole or in part and withhold further payments or prohibit the grantee from incurring additional obligations of funds pending corrective action by the grantee or a final decision by STScl to terminate the grant award.
2. STScl will allow necessary and proper costs that the grantee could not reasonably avoid during the period of suspension provided the costs are in accordance with the terms and conditions of the Grant Award or Amendment Documents and these General Grant Provisions.

3. STScl reserves the right to recover grant funds that were unexpended or were spent in violation of the terms and conditions of a grant award.
4. The retention of payments by the grantee or recovery by STScl under a grant terminated for cause shall be determined in accordance with legal rights and liabilities of the parties.

D. Termination by the Grantee

1. The grantee may terminate a grant by sending written notification to STScl setting forth the reasons for such termination, the effective date, and, in case of partial termination, the portion to be terminated.
2. If STScl determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made, it may terminate the grant in its entirety under either paragraph B or C, above.

## Section 31 – Proprietary (or Exclusive Access) Periods and Data Rights

Reference the HST or JWST Call for Proposals for detailed information regarding  
Proprietary (or Exclusive Access) Periods and Data Rights.

## Section 32 - Copyrights, Licenses, and Images

GOs should be aware of the great public information potential of HST and JWST data. Cases may arise in which it would be appropriate to release HST and JWST data, for public-affairs purposes only, during the proprietary (or exclusive access) period. In such cases, it is hoped that GOs will cooperate with the STScI Office of Public Outreach in meeting the public's right to information. In no case, however, will proprietary HST data (or exclusive access JWST data) be released for such purposes without concurrence of the PI. All PIs whose data are released for public-affairs purposes will receive full acknowledgment.

The PI will endeavor in good faith to inform NASA and STScI of any planned press release at the earliest practical time and shall consider seriously and in good faith any comments made by NASA and STScI prior to the press release.

- A. Except for images and animations produced under this Grant for which copyright shall not be asserted and except if otherwise provided in the terms and conditions of the Grant Award Document, the author or recipient grantee is free to assert its copyright in any books, publications, or other copyrightable materials developed as a result of the analysis of project-specific data.
- B. The recipient grants to STScI and the federal government, a royalty-free, nonexclusive and irrevocable license to use, reproduce, distribute (including distribution by transmission) to the public, perform publicly, prepare derivative works, and display publicly, data in whole or in part and in any manner for STScI and federal purposes and to have or permit others to do so for STScI and federal purposes only. STScI and federal purposes include competitive procurement but do not include the right to have or permit others to use data for commercial purposes.
- C. In order that the federal government may exercise its license rights in data, STScI and the federal government, upon request to the recipient, shall have the right to review and/or obtain delivery of data resulting from the performance of work under this grant, and authorize others to receive data to use for STScI and federal purposes.
- D. In addition, the following sentence shall be placed on any images or animations before distribution with the appropriate acknowledgement filled in:

"No copyright is claimed in this work and is considered in the public domain. However, any use of this work should acknowledge       (PI Name)       as its creator(s) and NASA's support under the (Project-Specific: Use either Hubble Space Telescope Project or James Webb Space Telescope Project.)"

- E. As a courtesy, any release of a NASA photograph or illustration should list NASA first on the credit line followed by the name of the Principal Investigator's institution. An example follows:

"Photograph or illustration, figure, etc., courtesy of NASA or NASA Center managing the mission or program, and the name of the Principal Investigator's institution."

## Section 33 - Publications

- A. It is expected that the results of HST and JWST observations and Archival Research will be published in scientific literature. All refereed publications based on HST and JWST observations must carry the program-specific footnote below. Archival Research programs should include the phrase in brackets [from the Data Archive].

1. Hubble Space Telescope

“Based on observations with the NASA/ESA Hubble Space Telescope obtained [from the Data Archive] at the Space Telescope Science Institute, which is operated by the Association of Universities for Research in Astronomy, Incorporated, under NASA contract NAS5-26555. Support for program number (STScI Program Number) was provided through a grant from the STScI under NASA contract NAS5-26555.”

2. James Webb Space Telescope

“Based on observations with the NASA/ESA/CSA James Webb Space Telescope obtained [from the Data Archive] at the Space Telescope Science Institute, which is operated by the Association of Universities for Research in Astronomy, Incorporated, under NASA contract NAS5-03127. Support for program number (STScI Program Number) was provided through a grant from the STScI under NASA contract NAS5-03127.”

## Section 34 - Grant Closeout and Retention of Records

### A. Closeout

1. Grantee shall submit, within ninety (90) days of the end of the grant period, a final financial report, a final performance report, a final inventory/equipment report, and a final new technology report via STGMS. As stated elsewhere in these Provisions, negative reports are required.
2. STScI Grants Administration will review all reports and the grantee will be notified of their acceptance or if additional information is required.
3. A refund check for any balance of advanced unexpended funds must be returned with the final financial report.

### B. Retention of Records

1. Financial records pertinent to a grant must be retained by the grantee for a period of at least three years from the date of submission of the final financial report with the following exceptions:
  - a. If any litigation, claim, or audit is started before the expiration of the three year period, the records must be retained until all litigation, claims, or audit findings involving the records are resolved;
  - b. If the purchase of non-expendable equipment is approved and title to the equipment is vested in the grantee, records for such items shall be retained for three years after its final disposition. Equipment purchased with grant funds shall not be transferred to a non U.S. Investigator.
2. The grantee may substitute microfilm copies in lieu of original records.

### C. Later Disallowances and Adjustments

1. The closeout of a grant does not affect:
  - a. STScI's right to disallow costs and recover funds on the basis of a later audit or other review;
  - b. The grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions.



## Section 35 - Access to Records

- A. The Director of the Space Telescope Science Institute, the Administrator of the National Aeronautics and Space Administration, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives shall have the right of access to any documents, papers, or other records of the grantee institution which are pertinent to the STScl award to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the grantee institution's personnel for the purpose of interview and discussion related to such documents.
- B. Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered an extraordinary and rare circumstance that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-federal entity and the federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the federal awarding agency or delegate.
- C. Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-federal entities.

## Section 36 - Certifications, Assurances, and Representations

Budgets submitted to STScl or the acceptance of an STScl grant award by a proposing/grantee institution, signify that the Authorizing Official or Authorizing Official Representative of that institution certifies compliance with the STScl certifications and assurances listed at the end of this section and with the following regulatory certifications, assurances, and representations (full text in *Appendix A* of these General Grant Provisions):

- Civil Rights
- Lobbying
- Debarment, Suspension, and Other Responsibility Matters
- Tax Compliance
- Corporate Felony Convictions
- Unpaid Corporate Tax Liabilities
- Waste, Fraud, and Abuse
- Mandatory Disclosures
- Research Misconduct
- Clean Air – Water Pollution Control Acts
- Drug-Free Workplace
- Trafficking in Persons

Willful provision of false information in a budget or its supporting documents, or in reports required under an ensuing award, is a criminal offense (U.S. Code, Title 18, Section 1001).

**In addition, STScl requires additional certifications and assurances as follows:**

- Certification That Only U.S. Investigators Will Receive Funding

The grantee certifies that STScl funds will be used to support only U.S. citizens residing in the United States, or abroad if salary is being paid by a U.S. institution, and U.S. permanent residents and foreign national investigators working in and funded by U.S. institutions in the U.S.

- Certification Concerning Federal Employees

The grantee certifies that the costs associated with the work of federal employee(s) on a project are not available through their federal agencies.

## Section 37 - Summary of Prior Approval Requirements

STScl Prior Approval Requirements		
Project Requirements	Prior Approval Required?	Ref. GGP
Change in scope of work	Yes	Sec. 18
Absence or change of PI	Yes	Sec. 19
No-cost extension	Yes	Sec. 22
Cost-related Requirements	Prior Approval Required?	Ref. GGP
Equipment not in approved budget	Yes	Sec. 10
Pre-award costs	No	Sec. 11
Early Release of Incremental Funding	Yes	Sec. 16
Preparatory Funding	Yes	Sec. 16
Rebudget between cost categories	Yes, when the cumulative amount is more than \$25,000 or 25% of the total project budget, whichever is less.	Sec. 18
Transfer of substantive project effort to a third party	Yes	Sec. 18
Funds transfer	Yes	Sec. 21
Need for additional funding	Yes	Sec. 23
Property-related Requirements	Prior Approval Required?	Ref. GGP
Title to equipment with a per unit value of more than \$5,000 at the end of a project	With the exception of for-profit institutions, title vests with the grantee institution.	Sec. 10

## Section 38 - Contacts and Links

- STScI Grants Administration & Resources:  
[www.stsci.edu/scientific-community/grants-administration](http://www.stsci.edu/scientific-community/grants-administration)
- Space Telescope Grants Management System (STGMS)  
<https://stgms.stsci.edu/stgms/>  
  
Phone: (410) 338-4200  
Email: [gms\\_mail@stsci.edu](mailto:gms_mail@stsci.edu)
- STScI Office of Public Outreach  
Phone: (410) 338-4444
- MyST  
<https://profile.stsci.edu>
- HST Call for Proposals  
<http://www.stsci.edu/hst>
- JWST Call for Proposals  
<https://jwst.stsci.edu/>

**This version (December 2018) supersedes STScI General Grant Provisions June 2016 and all prior versions.**

# APPENDIX A

## CERTIFICATIONS, ASSURANCES, AND REPRESENTATIONS

A. Assurance of Compliance: Nondiscrimination in Federally Assisted Programs (Civil Rights)

By accepting the Award, the Grantee certifies that it will agree to perform all actions and support all intentions stated in NASA Regulations concerning Nondiscrimination as required by [Title 2 CFR Appendix A to Part 1800, Paragraph A3.](#)

B. Certification Regarding Lobbying

“No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

“If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

“The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

“This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.”

C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Pursuant to Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Parts 180 and 1880:

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D. Certification of Tax Compliance: Section 523 of PL 113-235

For awards exceeding \$5,000,000, proposer certifies it has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

E. Representation Regarding Corporate Felony Convictions: Section 745 of PL 113-235

If a corporation, the prospective recipient represents that it has not been convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

F. Representation Regarding Unpaid Corporate Tax Liabilities: Section 744 of PL 113-235

If a corporation, the prospective recipient represents that it has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; unless an agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

G. Representation: Restrictions on Reporting Waste, Fraud, and Abuse: Section 743 of PL 113-235

The prospective recipient represents that it does not and will not require employees or its contractors—who seek to report fraud, waste, or abuse—to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

H. Mandatory Disclosures

The grantee institution must disclose, in a timely manner, in writing to STScI all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant. Failure to make required disclosures can result in any of the remedies described in Section 31 - Remedies for noncompliance, including suspension or debarment. Reference 2 CFR 200.113.

I. Research Misconduct

Grantee is subject to the requirements of 14 CFR Part 1275, “Research Misconduct” and all associated policies and procedures of the grantee institution.

J. Clean Air – Water Pollution Control Acts

This implements the Clean Air Act at 42 U.S.C. 7401 et seq. It is applicable only if the award exceeds \$150,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c–8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)), and is listed by EPA, or if the award is not otherwise exempt.

The recipient agrees to the following:

(a) Comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401 et seq.) and of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

(b) Ensure that no portion of the work under this award will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date that this award was effective unless and until the EPA eliminates the name of such facility or facilities from such listings.

(c) Use its best efforts to comply with clean air standards and clean water standards at the facility in which the award is being performed.

(d) Insert the substance of these terms and conditions into any nonexempt subaward or contract under the award.

(e) Report violations to STScI, NASA and to EPA.

K. Drug-Free Workplace

The Grantee shall comply with [2 CFR Part 1882](#) "*Requirements for a Drug-Free Workplace*". A drug-free workplace means the site[s] for the performance of work done by the Grantee in connection with a specific grant at which employees of the Grantee are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

L. Trafficking in Persons

The Grantee shall comply with [2 CFR §175.15](#) "*Award Term for Trafficking in Persons*" which implements the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).

[End]