



General Grant Provisions (Draft)

JWST Early Release Science Program

February 2018



STScI | SPACE TELESCOPE
SCIENCE INSTITUTE

3700 San Martin Drive
Baltimore, Maryland 21218

(THIS PAGE INTENTIONALLY BLANK)

Table of Contents

Introduction	1
Section 1 - STGMS (Space Telescope Grants Management System).....	2
Section 2 - Program Types	3
Section 3 - Eligibility for STScI Grant Funding.....	4
Section 4 - Eligible Institutions	7
Section 5 - Standards for Financial Management Systems	8
Section 6 - Requirements for New Grantee Institutions.....	9
Section 7 - STScI Review of Risk Posed by Applicants.....	10
Section 8 - Additional Specific Conditions.....	11
Section 9 - Cost Considerations: Allowable, Reasonable, and Allocable	12
A. Allowable Costs	12
B. Reasonable Costs	13
C. Allocable Costs.....	13
Section 10 - Budgets and Allowable Costs	14
A. Salary	15
B. Travel	16
C. Publications.....	16
D. Computer Services	16
E. Equipment.....	16
F. Materials and Supplies (including Computing Devices)	17
G. Ground-Based Observations.....	18
H. Relocation	18
I. Other Costs.....	18
J. Fringe Benefits.....	18
K. Indirect Costs	18
Section 11 - Pre-Award Costs	20
Section 12 - Unallowable Costs	21
Section 13 - Cost Sharing	22
Section 14 - Budget Submissions.....	23
Section 15 - Notification of Approved Program Amounts	24
Section 16 - Grant Awards and Funding Availability	25
Section 17 - Period of Performance.....	26

Section 18 - Revisions to Budgets or Program.....	27
Section 19 - Project Personnel Changes.....	28
Section 20 - Authorizing or Certifying Officials, and Administrative Personnel Changes	29
Section 21 - Transfers	30
Section 22 - No-Cost Extensions	32
Section 23 - Appeals and Supplemental Funding Requests	33
Section 24 - Reporting Requirements	34
A. Interim Reports.....	34
B. Final Reports.....	35
C. 2 CFR 200.415 - Required Certification	35
D. Patent Rights	35
Section 25 - Payments	37
Section 26 - Foreign Agreement Letters to Non-U.S. Institutions for HST Programs	38
Section 27 - CFDA Number	39
Section 28 - Grantee Responsibility and Insurance	40
Section 29 - Remedies for Non-Compliance.....	41
Section 30 - Suspension and Termination.....	42
A. Definitions	42
B. Termination for Convenience	42
C. Termination for Cause.....	42
D. Termination by the Grantee	43
Section 31 – Proprietary Periods (or Exclusive Access Periods) and Data Rights	44
Section 32 - Copyrights, Licenses, and Images	45
Section 33 - Publications.....	47
Section 34 - Grant Closeout and Retention of Records.....	48
A. Closeout	48
B. Retention of Records	48
C. Later Disallowances and Adjustments.....	48
Section 35 - Access to Records	49
Section 36 - Certifications, Assurances, and Representations	50
Section 37 - Summary of Prior Approval Requirements	51
Section 38 - Contacts and Links	52
APPENDIX A	53
A. Assurance of Compliance: Nondiscrimination in Federally Assisted Programs (Civil Rights)	53

B.	Certification Regarding Lobbying	55
C.	Certification Regarding Debarment, Suspension, and Other Responsibility Matters	55
D.	Certification of Tax Compliance: Section 523 of PL 113-235	56
E.	Representation regarding corporate felony convictions: Section 745 of PL 113-235.....	56
F.	Representation regarding unpaid corporate tax liabilities: Section 744 of PL 113-235.....	57
G.	Representation: Restrictions on reporting waste, fraud, and abuse: Section 743 of PL 113-235 57	
H.	Mandatory Disclosures.....	57
I.	Clean Air – Water Pollution Control Acts.....	57

DRAFT

(THIS PAGE INTENTIONALLY BLANK)

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) and 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 HST or 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. The policies of the current project-specific Call 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 in full accordance with the national policy against discrimination on the basis of race, color, national origin, sex, disability, and age.

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

Email: 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 grants 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 and performance reports; transfer requests; etc.

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 awards funds for the Hubble Fellowship (HF) program. Grants awarded for HFs are subject to the following, in order of governance: Special Conditions of the Award/Amendment, HF Policy, GGP.

Section 3 - Eligibility for STScI Grant Funding

If a specific situation is not addressed in this section, contact STScI Grants Administration for clarification.

STScI funding will not be used in any way to support research by non-U.S. investigators or institutions. Regardless of where he or she resides, an investigator who has a formal or contractual affiliation (*funded or unfunded*) with a non-U.S. institution is considered a “non-U.S. Investigator” and may not apply for funding.

A. Eligible Investigators

1. U.S. Investigators

U.S. Investigators with successful HST or JWST proposals are eligible to submit a budget proposal to support their research. To request support, an investigator must meet the criteria of a “U.S. investigator” by the JWST launch date.

“U.S. investigators” (including Postdocs and Graduate Students) are defined as named PI’s or Co-I’s who are:

- a. U.S. citizens residing in the United States, or abroad if salary is being paid only by a U.S. institution. (STScI funds are not intended to support U.S. investigators who live abroad full-time even if they do not receive a salary from a non-U.S. institution. Investigators in this status may not affiliate with a U.S. institution merely for the purpose of requesting STScI grant funds.),

or
- b. U.S. permanent residents and foreign national investigators working in the United States if salary is being paid only by a U.S. institution.

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.

2. Unaffiliated U.S. Investigators

To ensure the responsible management of appropriated federal funds, proposals must be submitted by one of the institution types listed in *Section 4 (Eligible Institutions)*. Unaffiliated U.S. investigators must obtain an affiliation with one of the eligible institutions for proposal submission and management of any subsequent grant awards.

3. Federal Employees

Federal employees with successful HST or JWST proposals are eligible to submit a budget proposal to support their project-specific research efforts. To request support, an investigator must meet the criteria of a “U.S. Investigator” at the time of budget submission.

Proposals must be submitted through the appropriate authorizing office in the employee’s agency. Funding for federal employees is allowed in accordance with the standard policies and practices of the individual’s federal agency.

If the federal employee is not a NASA employee, a statement must be provided that none of the requested project costs are reimbursable through the federal agency. If the project is approved, an interagency transfer of funds will be provided from the Goddard Space Flight Center with the grants being administered by STScI.

B. European Space Agency (ESA) Investigators

ESA investigators, including ESA/AURA, are not eligible for STScI grant funding and should apply to their own institutions or national research organizations for support.

C. Special Conditions Regarding Eligibility

1. Transfers to Non-U.S. Institutions

U.S. investigators who transfer to a non-U.S. institution are 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), 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. Any costs incurred to support non-U.S. investigators (either directly or indirectly) are unallowable, and funds expended on such costs and 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

Eligible U.S. investigators employed by or affiliated with the types of organizations listed below are eligible for grant funding in accordance with the standard policies and practices of their organization. It is assumed that most investigators are affiliated with and apply to STScl through an institution that would make substantial support available for project activities (i.e., computer facilities, collaboration with other investigators, students, or research assistants, etc.).

- A. Universities and Colleges
- B. Non-profit Research Institutions
- C. Private For-Profit Organizations

STScl has an obligation and the authority 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.

Section 5 - Standards for Financial Management Systems

An institution assuming responsibility for a grant awarded by STScl must have:

- A. A financial management system that provides accurate, current, and complete disclosure of all project expenditures for each STScl grant in accordance with the reporting requirements in Section 24.
- B. Records that adequately identify the source and application of funds for each STScl grant. These records must contain information pertaining to awards, authorizations, obligations, grant expenditures, unobligated balances, and interest.
- C. Effective control over and accountability for all funds, property, and other assets. A recipient of an STScl grant 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 STScl grant.
- E. Written procedures to minimize the elapsed time between the payment of STScl 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 an 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 grantee institutions meet the requirements related to the award of federal funds. To evaluate risk, grantee institutions must submit an annual risk assessment checklist.

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 STScl awards, including timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of previous STScl awards, 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 grantee institutions.

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.
- 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 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 for all grant budgets and awards will be determined in accordance with these General Grant Provisions. STScl has the final authority to determine whether or not a cost is allowable for an STScl grant. 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 costs). If a grantee elects to use the de minimis rate, this methodology must be used consistently for all awards 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 an STScl award:

1. Be necessary and reasonable for the performance of the award.
2. Be allocable to the STScl-funded project.
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 an STScl award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the STScl award 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 project;
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 an STScl 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 award may not be charged to other grant awards 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 projects in proportions that can be determined without undue effort or cost, the cost should be allocated to the projects 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.

ALLOWABLE COSTS

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

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 project-specific 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

1. Project Investigators - Salary support for project 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. This requirement applies to employees of the grantee institution as well as to employees hired specifically for the project.
2. Salary Rates - STScl funds may not be used to pay more than a person's full time salary, or to pay more than an individual's hourly rate. 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 proposal budget.
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. Unaffiliated Investigators - Salary for unaffiliated investigators must be comparable to what that individual last made while affiliated with an institution, or would receive if currently employed on a full time basis rather than working on the specific project.
7. Research Assistance - Costs for graduate students, post-doctoral associates, and science data aides to assist in the analysis of project-specific data are allowable. All salaries must be in accordance with the standard policies of the grantee institution.
8. Administrative/Clerical - Costs for administrative and clerical staff should normally 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 project 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 specific project.
2. Air travel, domestic or foreign, for personnel and property, must be aboard a U.S. flag carrier to the extent possible. 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 originally 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, and the cost of the equipment.
 4. A list of all equipment purchased on the grant must be submitted at the end of the grant period (Ref. Section 25, 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 project, 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 STScI-funded project 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 and approved by STScl.
2. The total cost of ground-based observations should be only a small portion (approximately 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, STScl funds may be requested for all applicable fringe benefits. Fringe benefits must be applied consistently for the period for 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, 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 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 subcontracts or subgrants in excess of \$25,000.
3. Indirect costs necessary for support of a project 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 awards 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 award amounts to cover additional costs resulting from the negotiation of an indirect cost rate greater than the rate proposed in the 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 project 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 STScI 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 date of the grant award.

Pre-award costs are incurred at the grantee's own risk and STScI is under no obligation to reimburse such costs if for any reason the grantee does not receive an award, or an award is made for a lesser amount than the grantee anticipated.

Section 12 - Unallowable Costs

All costs charged to a grant must be actual costs. STScl is not obligated to reimburse grantee institutions for costs incurred in excess of the total funds allotted by STScl. The grantee institution is not authorized to continue performance beyond the amount allotted and allocated to the grant award. 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.**

Section 13 - Cost Sharing

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

DRAFT

Section 14 - Budget Submissions

Each cycle, STScI releases separate Calls for Proposals (CP) inviting investigators to participate in research activities for HST and JWST. For information regarding budget submissions, reference the current project-specific CP or contact Grants Administration.

Questions regarding science proposal submissions should be directed to the STScI Help Desk (help@stsci.edu).

Section 15 - Notification of Approved Program Amounts

Helpful Tips:

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

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

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

- A. After the STScl Director approves the funding recommendations, U.S. Program Administrative PI's and their institutions will receive an electronic notification letter that states the funded amount for their program. The notification letter is not the official award document. A separate Grant Award Document will be issued to the grantee institution.
- B. The amount in the notification is the total approved for all funded investigators on the program. If the approved amount is less than the budget amount submitted, the Administrative PI is responsible for notifying each Co-I of the amount to submit for their revised budget.
 - Only Program Administrative PI's receive notification of the approved program amounts. Co-I's do not receive individual notification. The Administrative PI determines the revised funding allocation for each Co-I.
- 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 budget proposer may decide how to reallocate their budget up to the revised amount.

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

Section 16 - Grant Awards and Funding Availability

- A. Grant awards are issued to the proposing institution at which the Administrative PI is employed and not to the PI personally.
- 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 based on the expenditure schedule stated in the Grant Award/Amendment Documents.

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.

STScl Adjustment of Incremental Funding Schedule – If no costs are reported, or if the costs reported do not coincide with the progress on the program, STScl will adjust the incremental funding schedule accordingly.

- D. STScl is not obligated to reimburse grantee institutions for costs incurred in excess of the total funds allotted by STScl. The grantee institution is not authorized to continue performance beyond the amount allotted and allocated to the grant award.

Section 17 - Period of Performance

The period of performance stated in the Grant Award Document is the time during which STScI sponsorship begins and ends, and the time during which grant expenditures may be incurred. A Grant Amendment Document will be issued for any approved changes to the period of performance.

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

DRAFT

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 it shall be related to performance for program evaluation purposes whenever appropriate.

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

1. Result in changes to the scope or the objectives of the project (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 twenty-five percent of the total project-budget as last 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.

Section 19 - Project 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 project 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 grant funds 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) 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. STScl will provide closeout instructions.

It is the responsibility of all investigators to maintain current addresses and affiliation information in ProPer (Proposal/Person Application):

<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 grants 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:

gms_mail@stsci.edu

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.

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 to reflect any changes. 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 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 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 special 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 STScI for approval.

DRAFT

Section 22 - No-Cost Extensions

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

No further requests will be accepted.

The request must include a justification that includes the following:

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 STScI and will be denied if:
1. It is merely for the purpose of using unobligated balances;
 2. The extension requires additional funds;
 3. STScI determines that the extension involves any change in the approved objectives or scope of the project;
 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 award or a subsequent amendment to the grant prohibit an extension.
- C. All expenditures incurred during the grant extension period must be directly related to the scope of the project 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 funding availability.

- A. STScI expects that investigators will make every effort to complete all project activities within the scope of work and with the grant award amount approved by the STScI Director. 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 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 TAC during the next cycle's proposal review. Reference the current project-specific 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 supported by the award. 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 in any period, 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, recipient 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.	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

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.

DRAFT

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 project is progressing such that the amount of funding available is insufficient, contact STScl Grants Administration to request an early release of incremental funding.

Payments for STScl grants are not 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 to be in accordance with the actual, immediate cash requirements of the grantee to perform the work of the approved program. Unexpended funds from advance payments are cash on hand. If not used within ninety (90) days, cash on hand must be returned to STScl.

B. 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 STScl annually.
3. All remittances shall be made payable to STScl. Include the STScl grant number on the check (for example: GO-12345.001-A) and note that the payment is a refund for "Interest earned."
4. STGMS shall be used to report interest earned. Contact the Grants Administration Office (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 for HST Programs

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 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 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:

<http://www.stsci.edu/institute/grants>

It is the responsibility of all investigators to maintain current addresses and affiliation information in ProPer (Proposal/Person Application):

<https://profile.stsci.edu>

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

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.

DRAFT

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 recipient materially fails to comply with the terms and conditions of an 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 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 recipient 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 current 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 an award pending corrective action by the recipient or pending a decision to terminate the grant by STScl.

B. Termination for Convenience

1. STScl may terminate a grant in whole or in part at its discretion, or when it determines after consultation with the grantee, that the continuation of the project 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 grant recipient fails to comply with the terms and conditions of a grant, STScl may upon reasonable notice to the grantee, suspend the grant 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.
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.
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 Periods (or Exclusive Access Periods) and Data Rights

Reference the current program-specific Call for Proposals for detailed information regarding Proprietary Periods (or Exclusive Access Periods) and Data Rights.

DRAFT

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 period (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."

DRAFT

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 NASA 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.”

- B. Because of the importance of maintaining the accuracy and completeness of the HST and JWST bibliographies, a link to an electronic version of each preprint of publications based on HST or JWST research should be sent via email to the following:

Chief Institute Librarian
Space Telescope Science Institute
3700 San Martin Drive
Baltimore, MD 21218, USA
library@stsci.edu

This requirement includes both refereed and non-refereed publications, but *not* abstracts or poster papers. As soon as they are received, the links are entered into the publicly available HST or JWST bibliography.

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 the 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
- Clean Air – Water Pollution Control Acts

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

STScI 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 grant recipient institution.	Sec. 10

Section 38 - Contacts and Links

- STScI Grants Administration & Resources:
<http://www.stsci.edu/institute/grants>
- Space Telescope Grants Management System (STGMS)
<https://stgms.stsci.edu/stgms/>

Phone: (410) 338-4200
Email: gms_mail@stsci.edu
- STScI Office of Public Outreach
Phone: (410) 338-4444
- Proposal/Person Application
<https://profile.stsci.edu>
- HST Call for Proposals
<http://www.stsci.edu/hst>
- JWST Call for Proposals
<https://jwst.stsci.edu/>

This version (February 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)

- “The Organization, corporation, firm, or other organization on whose behalf this assurance is made, hereinafter called "Applicant,"
- “HEREBY acknowledges and agrees that it must comply (and require any subgrantees, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by NASA Title VI regulations, 14 C.F.R. Part 1250.
- As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, the Applicant must take reasonable steps to ensure that LEP persons have meaningful access to its programs in accordance with NASA Title VI LEP Guidance to Grant Recipients (68 Fed. Reg. 70039). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Applicant is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Assistance and information regarding LEP obligations may be found at <http://www.lep.gov>.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) as implemented by NASA Title IX regulations, 14 C.F.R. Part 1253. If the Applicant is an educational institution:
- The Applicant is required to designate at least one employee to serve as its Title IX coordinator (14 C.F.R. § 1253.135(a)).
- The Applicant is required to notify all of its program beneficiaries of the name, office, address, and telephone number of the employee(s) designated to serve as the Title IX coordinators. (14 C.F.R. §1253.135(a)).

- The Applicant is required to publish internal grievance procedures to promptly and equitably resolve complaints alleging illegal discrimination in its programs or activities (14 C.F.R. §1253.135(b)).
- The Applicant is required to take specific steps to regularly and consistently notify program beneficiaries that The Applicant does not discriminate in the operation of its programs and activities. (14 C.F.R. §1253.140).
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits The Applicant from discriminating on the basis of disability (29 U.S.C. 794) as implemented by NASA Section 504 regulations, 14 C.F.R. Part 1251.
 - a. The Applicant is required to designate at least one employee to serve as its Section 504 coordinator (14 C.F.R. §1251.106(a)).
 - b. The Applicant is required to notify all its program beneficiaries of the name, office, address, and telephone number of the employee(s) designated to serve as the Section 504 coordinator (14 C.F.R. §1251.106(a)).
 - c. The Applicant is required to publish internal grievance procedures to promptly and equitably resolve complaints alleging illegal discrimination in its programs or activities (14 C.F.R. §1251.106(b)).
 - d. The Applicant is required to take specific steps to regularly and consistently notify program beneficiaries that the Applicant does not discriminate in the operation of its programs and activities. (14 C.F.R. §1251.107).
 - e. The Age Discrimination Act of 1975, as amended, which prohibits the Applicant from discriminating on the basis of age (42 U.S.C. 6101 et seq.) as implemented by NASA Age Discrimination Act regulations, 14 C.F.R. Part 1252.

The Applicant also acknowledges and agrees that it must cooperate with any compliance review or complaint investigation conducted by NASA and comply (and require any subgrantees, contractors, successors, transferees, and assignees to comply) with applicable provisions governing NASA access to records, accounts, documents, information, facilities, and staff. The Applicant must keep such records and submit to the responsible NASA official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible NASA official or his designee may determine to be necessary to ascertain whether the Applicant has complied or is complying with relevant obligations and must immediately take any measure determined necessary to effectuate this agreement. The Applicant must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The United States shall have the right to seek judicial enforcement of these obligations. This assurance is binding on the Applicant, its successors, transferees, and assignees, and

the person or persons whose signatures appear below are authorized to sign on behalf of the Applicant.”

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

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 STScl 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. Clean Air – Water Pollution Control Acts

If the grant or amendment thereto is in excess of \$100,000, the grantee agrees to notify the STScl Grants Administration Office promptly of the receipt, whether prior or subsequent to the grantee's acceptance of this Grant, of any communication from the Director, Office of Federal Activities, Environmental Protection Agency (EPA), indicating that a facility to be utilized under or in the performance of this grant or any subgrant or subcontract thereunder is under consideration to be listed on the EPA "List of Violating Facilities" published pursuant to 40 CFR 15.20. By acceptance of a grant in excess of \$100,000, the grantee:

1. Stipulates that any facility to be utilized thereunder is not listed on the EPA "List of Violating Facilities" as of the date of acceptance;

2. Agrees to comply with all requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857 et seq. as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq. as amended by Public Law 92-500) relating to inspection, monitoring, entry, reports and information and all other requirements specified in the aforementioned Sections, as well as all regulations and guidelines issued thereunder after award of and applicable to the grant; and
3. Agrees to include the criteria and requirements of this clause in every subgrant or subcontract hereunder in excess of \$100,000 and to take such action as STScl may direct to enforce such criteria and requirements.

[End]