

## GRANT AGREEMENT

## THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

for Projects Sponsored by the  
California Academic Partnership Program (CAPP)

This Grant Agreement (hereinafter referred to as "Agreement") is entered into by the Chancellor on behalf of **The Trustees of The California State University (CSU)**, (hereinafter referred to as "Grantor") in association with the administrators of the **California Academic Partnership Program** (hereinafter referred to as CAPP), and the **[Grantee Name]** (hereinafter referred to as "Grantee"). This grant shall be administered in accordance with Rider A, Scope of Work, consisting of **X (X)** pages, attached and incorporated herein by reference.

Grantor and Grantee agree as follows:

- A. TERM OF AGREEMENT: The term of this Agreement shall be **[Date]** through **[Date]**.
- B. PROJECT KEY PERSONNEL: The project director for the Grantee is **[Name, Title]**. The Grantor project director is Andrea C. Ball, CAPP Director.
- C. FUNDING CONDITIONS

Upon execution of this Agreement, Grantor shall grant to Grantee an amount which shall not exceed **\$X**, subject to the terms and conditions as stated herein.

1. Funding:

Funding shall be provided for the period **[Date]** through **[Date]** subject to the appropriation of funds by the Legislature and approval by the Governor. Funding for current and subsequent fiscal years shall be subject to the following:

- a. Approval by the Legislature and Governor of necessary funding.
- b. Demonstration of adequate progress and fulfillment of all requirements of Agreement as described herein.

2. Payment:

Upon execution of this Agreement by both parties, the Grantor shall pay **[insert terms]**.

Payment will be mailed to:

**[Grantee]**  
**[Grantee's Address]**

D. LIMITATIONS ON THE USE OF GRANT FUNDS

Grant funds shall be expended only for project purposes and activities set forth in this Agreement and Grantee's proposal as originally proposed or subsequently amended, consistent with the CAPP Legislation Education Code Section 11000 et seq., stats 1984, Ch.620 (AB 2398).

Proposed amendments to the project scope of work or budget shall be submitted in writing by the Grantee 30 days prior to requested change for written approval by the Grantor. Grantor will respond to all requests in a timely manner. Changes requiring such approval may include, but not be limited to, the following:

1. Changes in the grant project director or other key professional personnel identified in Grantee's Proposal. Grantor shall specifically approve a change in the project director.
2. Substantive changes of project scope, purpose, or scheduled events detailed in the Grantee's proposal.
3. Changes in the project budget which exceed 20% in any budget category of each applicable year, or which introduce or eliminate types or categories of expenditures.
4. Changes requiring an increase or decrease in funding.
5. Changes in duration of the grant period.

Commitment of grant funds shall occur during the grant term. Such commitments shall relate to goods or services provided and used within the grant term.

E. MISAPPLIED FUNDS

In cases where funds are determined by the Grantor to have been misapplied by Grantee, Grantee agrees to repay all such funds to the Grantor.

F. UNCOMMITTED FUNDS

Any funds actually received by Grantee, which remain uncommitted at the termination of the grant period, shall be returned by check payable to The Trustees of The California State University at the time the final report is submitted. If CAPP funds the project for subsequent fiscal year(s), the funds may be carried forward at the discretion of CAPP to further the objectives of the project.

G. COST PRINCIPLES

Only those costs set forth in the approved project budget are allowed. The following list of special items is not intended to be a comprehensive statement of all non-allowable costs. In the event of conflict between the principles below and any special provisions in the grant award letter, the stricter provision shall be applicable.

1. Direct Costs. Grant funds shall be expended only for direct costs that can be identified specifically in this grant with a high degree of accuracy.
2. Indirect Costs. Overhead charges are not allowed.

3. Per Diem Reimbursements. Costs shall not exceed the current rates allowed by Grantee's Travel Policies for travel undertaken by Grantee, or any sister of its sister campuses. CSU subawardees shall use the State Travel Policies.
4. Travel Reimbursements. Whenever possible, less than first class accommodations shall be used for air or rail travel. If first class accommodations are used, records shall contain a certification that less than first class accommodations were not available. When necessary, travel by other than the above modes may be authorized. The maximum automobile mileage reimbursement rate is that currently authorized by Grantee's Travel Policies for travel undertaken by Grantee, or any sister of its sister campuses. CSU subawardees shall use the State Travel Policies.
5. Equipment and Capital Items. The purchase with grant funds of any equipment or capital item requires prior written approval by the Grantor's project director. Purchase of equipment is only allowed under exceptional circumstances. Detailed justification for purchase of equipment must be provided in advance and must demonstrate how the equipment purchase is required to meet the goals of the grant. Purchase cannot be made until approval from the CAPP office is granted. The purchase of capital items is expressly forbidden unless part of the approved grant proposal. Capital items include land, and buildings. Equipment includes automotive equipment, office equipment, computers and related hardware, electronic equipment, etc. in which cost is equal to or greater than \$1,000.00 per item.

#### H. GRANT ACCOUNTING AND RECORDS

Grantee shall maintain records and accounts consistent with generally accepted accounting principles and shall provide for such fiscal control and fund accounting procedures as are necessary to assure proper disbursement of and accounting for grant project funds. Expenditures and supporting documentation relating to this project shall be adequate to permit an accurate and expeditious audit.

#### I. REPORTS/DELIVERABLES

1. Progress Reports: Progress report requirements and due dates will be identified in Rider A, Scope of Work, when applicable.
2. Annual Reports:
  - a. Programmatic Report: Grantee shall submit Evaluation/Data/Reports that are to be collected by the Project Director as specified in Rider A, Scope of Work. Annual programmatic reports are due on the last day of each budget period (fiscal year), unless otherwise specified in Rider A.
  - b. Financial Report: Annual detailed expenditure reports are due on the last day of each budget period and will demonstrate use of grant funds as outlined in the annual project budget.
3. Final Report:
  - a. Programmatic Report: Grantee shall submit Final Evaluation/Data/Reports that are to be collected by the Project Director as specified in Rider A, Scope of Work. The Final programmatic report is due within 45 days of the end of the Grant period, unless otherwise specified in Rider A.

- b. Financial Report: The Final detailed expenditure report is due within 45 days of the end of the Grant period and will demonstrate use of grant funds as outlined in the annual project budget. Any uncommitted grant funds remaining are subject to Section F, Uncommitted Funds.

J. DELIVERY OF REPORTS

Reports shall be delivered to:

California Academic Partnership Program  
The California State University  
401 Golden Shore, 6<sup>th</sup> Floor  
Long Beach, CA 90802-4210  
Attn: Andrea C. Ball, Director

NOTE: Reports prepared as an agreed upon deliverable shall be subject to Section M, Produced Materials/ Intellectual Property.

K. AUDITS

Grantee agrees that the Grantor shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement, including financial records. Grantee agrees to provide the Grantor with any relevant information requested and shall permit the Grantor access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees, pre-funding visits to determine the adequacy of Grantee's accounting system, and inspecting and copying such books, records, accounts and other material that may be relevant.

Grantee further agrees to maintain such records for a period of three (3) years after submission of the final financial report.

L. EVALUATION

Grantor's Project Coordinator may make arrangements for independent evaluation of the grant project. Grantee shall provide to designated project evaluators access to project records, products and personnel.

M. PUBLICATION AND ACKNOWLEDGMENT OF GRANT FUNDS

Any tangible result developed and produced under this grant, funded by this grant, (such as publicity materials, productions, displays, exhibits, film/ video/ audio/ productions, etc.) shall bear an acknowledgment of support by the Trustees of the California State University. Any tangible result developed and produced under this grant, co-funded by Grantor or third party contributors, shall bear an acknowledgement of support by all contributors wishing to be so recognized.

N. PRODUCED MATERIALS/ INTELLECTUAL PROPERTY

1. Grantee understands and agrees that the major emphasis of the grant activity is to develop cooperative efforts to improve the academic quality of California precollegiate schools and programs with the objective of improving the preparation of all students for college. Toward this end, Grantor

and Grantee shall engage in a relationship of good faith and cooperation to ensure that all produced materials shall be reasonably available to the Grantor.

2. For purposes of this Agreement, the term "Produced Materials" refers to all copyrightable intellectual property, whether copyrighted or not, including but not limited to productions, displays, exhibits, films, tapes, books, articles, transcripts and software which are first developed in the performance of this award by Grantee and required as a deliverable under this Agreement.
3. Ownership, including copyright of Produced Materials, are held by Grantee subject to the terms and conditions of this Agreement.
4. Grantee shall provide the Grantor with an irrevocable, royalty-free, non-transferable, non-exclusive right and license to reproduce, make derivative works, display, and perform publicly any Produced Materials, copyrights or copyrighted material (including computer software and its documentation and/or databases) first developed in the direct performance of this award and delivered under this Agreement solely for the purpose of and only to the extent required to further program objectives.
5. If ownership and/or copyright of Produced Materials are claimed by any person other than Grantee such as a scriptwriter, editor, consultant, filmmaker, author, or lecturer, to the extent that Grantee has a legal relationships with such producers under this Grant, Grantee agrees to take any reasonable and good faith action that shall be necessary to ensure that the Grantor retains all rights that would accrue to the Grantor under this Agreement if copyright was fully vested in Grantee. Grantee agrees to conduct its activities in such a manner and to make such agreements with any other persons wishing to copyright produced materials to ensure that the Grantor shall continue to be able to exercise freely all its rights under the provisions of this Agreement. Grantee's duties shall include but not be limited to the duty to obtain assurances from lecturers that the Grantor may use the transcripts of their lectures if such lectures were created in the direct performance of work under a subaward, consultant, or other such agreement with Grantee under this Grant.

O. TRANSFER OF COPYRIGHT OR OWNERSHIP

In the event that Grantee transfers copyright or ownership of any produced materials for distribution or for any other purpose, Grantee agrees to take any reasonable and good faith action that shall be necessary to ensure that the Grantor shall continue to be able to freely exercise all rights reserved under this Agreement.

P. INDEMNIFICATION

Grantee shall defend, indemnify and hold Grantor, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Grantee, its officers, employees or agents.

Grantor shall defend, indemnify and hold Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Grantor, its officers, employees or agents.

Q. AMENDMENT(S) TO GRANT AGREEMENT

The terms and conditions of this Agreement may be modified by a written modification to the Agreement signed by Grantor and Grantee. This Agreement is the complete and integrated agreement between parties.

R. CANCELLATION

Each party reserves the right to terminate this Agreement upon thirty (30) day written notice to the Grantee. Grantor shall reimburse Grantee for all non-cancellable obligations and expenses incurred through date of termination.

S. NOTICES

Any notices served in connection with this Agreement shall be presented to the following:

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For the Grantor: Ms. Andrea C. Ball, Director  
California Academic Partnership Program  
The California State University  
401 Golden Shore, 6<sup>th</sup> Floor  
Long Beach, CA 9802-4210

For the Grantee: [Grantee's Contact Info]

For the Project: [Project Director's Contact Info]

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We have read, understand and promise to comply with all of the terms and conditions in this Agreement.

FOR GRANTEE:

\_\_\_\_\_  
Grant Project Director (Signature)  
on behalf of Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Type)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Grantee (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Type)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
City/State/Zip

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FOR GRANTOR:

\_\_\_\_\_  
Sue DeRosa, Director  
Sponsored Programs Administration

\_\_\_\_\_  
Date