**Exhibit A – Scope of Work**

**Project Summary & Scope of Work**

[ ]  Contract [ ]  Grant

Does this project include Research (as defined in the UTC)? [ ]  Yes [ ]  No

**PI Name:** Click or tap here to enter text.

**Project Title:** Click or tap here to enter text.

**Project Summary/Abstract**

*Briefly describe the long-term objectives for achieving the stated goals of the project.*

**If Third-Party Confidential Information is to be provided by the State:**

[ ]  Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement; ***OR***

[ ]  A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7, Third Party Confidential Information.

**Scope of Work**

*Describe the goals and specific objectives of the proposed project and summarize the expected outcomes. If applicable, describe the overall strategy, methodology, and analyses to be used. Include how the data will be collected, analyzed, and interpreted as well as any resource sharing plans as appropriate. Discuss potential problems, alternative strategies, and benchmarks for success anticipated to achieve the goals and objectives.*

Click or tap here to enter text.

Exhibit A1 - Deliverables

|  |
| --- |
| SCHEDULE OF DELIVERABLES*List all items that will be delivered to the State under the proposed Scope of Work. Include all reports, including draft reports for State review, and any other Deliverables, if requested by the State and agreed to by the Parties.* |

If use of any Deliverable is restricted or is anticipated to contain preexisting Intellectual Property with any restricted use, it will be clearly identified in Exhibit A4, Use of Preexisting Intellectual Property & Data.

Unless otherwise directed by the State, the University Principal Investigator shall submit all Deliverables to the State Contract Project Manager, identified in Exhibit A3, Authorized Representatives.

|  |  |  |
| --- | --- | --- |
| **Deliverable** | **Description** | **Due Date** |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
| **The following Deliverables are subject to Section 19. Copyrights, paragraph B of Exhibit C**  |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |

Exhibit A2 – Key Personnel

|  |
| --- |
| KEY PERSONNEL*List Key Personnel as defined in the Agreement starting with the PI, by last name, first name followed by Co-PIs. Then list all other Key Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on the proposed project.* Use additional consecutively numbered pages as necessary. |

|  |  |  |
| --- | --- | --- |
| **Last Name, First Name** | **Institutional Affiliation** | **Role on Project** |
| **PI:** |  |  |
| *Last name, First name* | *Institutional affiliation* | *Role on the project* |
| **Co-PI(s) – if applicable:** |  |  |
| *Last name, First name* | *Institutional affiliation* | *Role on the project* |
| *Last name, First name* | *Institutional affiliation* | *Role on the project* |
| **Other Key Personnel (if applicable):** |  |  |
| *Last name, First name* | *Institutional affiliation* | *Role on the project* |
| *Last name, First name* | *Institutional affiliation* | *Role on the project* |

Exhibit A3 – Authorized Representatives

|  |  |
| --- | --- |
|

|  |
| --- |
| **AUTHORIZED REPRESENTATIVES AND NOTICES**The following individuals are the authorized representatives for the State and the University under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.  |

 |
| **State Agency Contacts**Agency Name: <Agency Name> | **University Contacts** University Name: <University Name> |
| ***Contract Project Manager (Technical)***Name: <Name> <Title>Address: <Department> <Address> <City,State,Zip>Telephone: <Telephone#>Fax: <Fax#, if available>Email: <EmailAddress> | ***Principal Investigator***Name: <Name> <Title>Address: <Department> <Address> <City,State,Zip>Telephone: <Telephone#>Fax: <Fax#, if available>Email: <EmailAddress>Designees to certify invoices under Section 14 of Exhibit C on behalf of PI:1. <Name>, <Title>, <EmailAddress>
2. <Name>, <Title>, <EmailAddress>
3. <Name>, <Title>, <EmailAddress>
 |
| ***Authorized Official (contract officer)***Name: Laura Rodriguez  Staff Services Manager I, Office of  Grants AdministrationAddress: California Department of Food and Agriculture 1220 N Street Sacramento, CA 95814Telephone: 279-234-4056Fax: NAEmail: laura.rodriguez@cdfa.ca.gov***Send notices to (if different):***Name: <Name> <Title>Address: <Department> <Address> <City,State,Zip>Telephone: <Telephone#>Email: <EmailAddress> | ***Authorized Official***Name: <Name> <Title>Address: <Department> <Address> <City,State,Zip>Telephone: <Telephone#>Fax: <Fax#, if available>Email: <EmailAddress>***Send notices to (if different):***Name: <Name> <Title>Address: <Department> <Address> <City,State,Zip>Telephone: <Telephone#>Email: <EmailAddress> |
| ***Administrative Contact***Name: <Name> <Title>Address: <Department> <Address> <City,State,Zip>Telephone: <Telephone#>Fax: <Fax#, if available>Email: <EmailAddress> | ***Administrative Contact***Name: <Name> <Title>Address: <Department> <Address> <City,State,Zip>Telephone: <Telephone#>Fax: <Fax#, if available>Email: <EmailAddress> |
| ***Financial Contact/Accounting***Name: <Name> <Title>Address: <Department> <Address> <City,State,Zip>Telephone: <Telephone#>Fax: <Fax#, if available>Email: <EmailAddress> | ***Authorized Financial Contact/Invoicing/Remittance***Name: <Name> <Title>Address: <Department> <Address> <City,State,Zip>Telephone: <Telephone#>Fax: <Fax#, if available>Email: <EmailAddress>Designees for invoice certification in accordance with Section 14 of Exhibit C on behalf of the Financial Contact:1. <Name>, <Title>, <EmailAddress>
2. <Name>, <Title>, <EmailAddress>
3. <Name>, <Title>, <EmailAddress>
 |

Exhibit A4 – Use of Intellectual Property & Data

|  |
| --- |
| USE OF INTELLECTUAL PROPERTY & DATA |

*If either Party will be using any third-party or pre-existing intellectual property (including, but not limited to copyrighted works, known patents, trademarks, service marks and trade secrets) “IP” and/or Data with restrictions on use, then list all such IP/Data and the nature of the restriction below. If no third-party or pre-existing IP/Data will be used, check “none” in this section.*

1. State: Preexisting IP/Data to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

[ ]  None or [ ]  List:

|  |  |  |
| --- | --- | --- |
| Owner (Name of State Agency or 3rd Party) | Description | Nature of restriction: |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |

1. University: Restrictions in Preexisting IP/Data included in Deliverables identified in Exhibit A1, Deliverables.

[ ]  None or [ ]  List:

|  |  |  |
| --- | --- | --- |
| Owner (Name of University or 3rd Party) | Description | Nature of restriction: |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |

1. Anticipated restrictions on use of Project Data.

*If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check “None” in this section.*

 [ ]  None or [ ]  List:

|  |  |  |
| --- | --- | --- |
| Owner (University or 3rd Party) | Description | Nature of Restriction: |
|       |       |       |
|       |       |       |

# Exhibit A5 - Résumé/Biosketch

|  |
| --- |
| Résumé/Biosketch |

*Attach 2-3 page Resume/Biosketch* *for the PI and other Key Personnel listed in Exhibit A2, Key Personnel.*Exhibit A6 – Current & Pending Support

|  |
| --- |
| CURRENT & PENDING SUPPORT |

*University will provide current & pending support information for Key Personnel identified in Exhibit A2 at time of proposal and upon request from State agency. The “Proposed Project” is this application that is submitted to the State. Add pages as needed.*

|  |
| --- |
| **PI: NAME OF INDIVIDUAL** |
| **Status (currently active or pending approval)** | **Award #****(if available)** | **Source****(name of the sponsor)** | **Project** **Title** | **Start Date** | **End Date** |
| Proposed Project |       |       |       |       |       |
|  |       |       |       |       |       |
|  |       |       |       |       |       |
|  |       |       |       |       |       |
|  |  |
| **NAME OF INDIVIDUAL** |
| **Status** | **Award #** | **Source** | **Project** **Title** | **Start Date** | **End Date** |
| Proposed Project |       |       |       |       |       |
|  |       |       |       |       |       |
|  |       |       |       |       |       |
|  |       |       |       |       |       |
|  |  |
| **NAME OF INDIVIDUAL** |
| **Status** | **Award #** | **Source** | **Project** **Title** | **Start Date** | **End Date** |
| Proposed Project |       |       |       |       |       |
|  |       |       |       |       |       |
|  |       |       |       |       |       |
|  |       |       |       |       |       |
|  |  |
| **NAME OF INDIVIDUAL** |
| **Status** | **Award #** | **Source** | **Project** **Title** | **Start Date** | **End Date** |
| Proposed Project |       |       |       |       |       |
|  |       |       |       |       |       |
|  |       |       |       |       |       |
|  |       |       |       |       |       |
|  |  |
| **NAME OF INDIVIDUAL** |
| **Status** | **Award #** | **Source** | **Project** **Title** | **Start Date** | **End Date** |
| Proposed Project |       |       |       |       |       |
|  |       |       |       |       |       |
|  |       |       |       |       |       |
|  |       |       |       |       |       |
|  |  |

Exhibit A7

Third Party Confidential Information

Confidential Nondisclosure Agreement

*(Identified in Exhibit A, Scope of Work – will be incorporated, if applicable)*

*If the Scope of Work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.*

Exhibit B - Budget

Budget for Project Period

|  |  |  |
| --- | --- | --- |
| **Principal Investigator (Last, First):** |   | **Exhibit B** |
|  |  |  |  |  |  |  |  |
| **COMPOSITE BUDGET FOR ENTIRE PROPOSED PROJECT PERIOD** |
|  |  |  | **07/01/2016** | **to** | **06/30/2019** |   |  |
|  |  |  |  |  |  |  |  |
|  |  | **From:** | **7/1/2016** | **7/1/2017** | **7/1/2018** |  |
|  |  | **To:** | **6/30/2017** | **6/30/2018** | **6/30/2019** |  |
| **BUDGET CATEGORY** |   | **Year 1** | **Year 2** | **Year 3** | **TOTAL** |
| PERSONNEL: *Salary and fringe benefits.* | $0 | $0 | $0 | $0 |
| TRAVEL |   | $0 | $0 | $0 | $0 |
| MATERIALS & SUPPLIES |   | $0 | $0 | $0 | $0 |
| EQUIPMENT |   | $0 | $0 | $0 | $0 |
| CONSULTANT |   | $0 | $0 | $0 | $0 |
| SUBRECIPIENT |   | $0 | $0 | $0 | $0 |
| OTHER DIRECT COSTS (ODC) | ***Subject to IDC Calc*** |   |   |   |   |
|   | ODC #1 | ***Y*** | $0 | $0 | $0 | $0 |
|   | ODC #2 | ***Y*** | $0 | $0 | $0 | $0 |
|   | ODC #3 | ***Y*** | $0 | $0**EXAMPLE** | $0 | $0 |
|   | ODC #4 | ***Y*** | $0 | $0 | $0 | $0 |
|   | ODC #5 | ***Y*** | $0 | $0 | $0 | $0 |
|   | ODC #6 | ***Y*** | $0 | $0 | $0 | $0 |
| **TOTAL DIRECT COSTS** |  | **$0** | **$0** | **$0** | **$0** |
| **Indirect (F&A) Costs** |  | **F&A Base** |   |   |   |   |
|  | ***Rate*** | ***MTDC \**** | *$0* | *$0* | *$0* | *$0* |
|  |  |  | **$0** | **$0** | **$0** | **$0** |
| **TOTAL COSTS PER YEAR** |  | **$0** | **$0** | **$0** |  |
| **TOTAL COSTS FOR PROPOSED PROJECT PERIOD** |  |  |  | **$0** |
|  |   |   |  |  |  |  |  |
| \* MTDC = Modified Total Direct Cost  |  |  |
| **JUSTIFICATION.** *See Exhibit B1 - Follow the budget justification instructions.* |  |  |
|  |  |  |  |  |  |  |  |
| **Funds Reversion Dates: Unless otherwise specified as following, fund reversion dates are three years from fiscal year end of year funded** |
|  **Annual Budget Flexibility (lesser of % or Amount)** |  |  |  |  |
| Prior approval required for budget changes between approved budget categories above the thresholds identified. | **%** | **10.00%** |  |  |  |
|  | ***Or*** |  |  |  |
| **Amount** | *$10,000* |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Principal Investigator (Last, First):** |   |  | **Exhibit B** |
|  |  |  |  |  |  |  |  | **Page 2** |
|  | **Anticipated Program Income*(applicable only when the funded portion of the project generates income)*** |  |
|  |  |  | **07/01/2016** | **to** | **06/30/2019** |  |   |  |
|  |  |  |  |  |  |  |  |  |
|  |  | **From:** | **7/1/2016** | **7/1/2017** | **7/1/2018** |  |
|  |  | **To:** | **6/30/2017** | **6/30/2018** | **6/30/2019** |  |
|  |   |   | **Year 1** | **Year 2** | **Year 3** | **TOTAL** |
| **ANTICIPATED PROGRAM INCOME** | **$0** | **$0** | **$0** | **$0** |
|  |  |  |  |  |  |  |  |  |
| *Anticipated Program Income is an estimate of gross income earned by the University that is directly generated by a supported activity and earned only as a result of the State funded project, and this fact is known by the University at time of proposal. Anticipated Program Income is an estimate of potential income and not a guarantee of income to support the project.*  |
| *Page 2 of Exhibit B will only be incorporated in the Agreement when Program Income is anticipated and proposed.*  |
| *Program Income is subject to Section 14.D of Exhibit C of this Agreement.* |
|  |  |  |  |  |  |  |  |  |
| If known, provide source(s) of Program Income: |  |  |  |  |  |
| **Source** |  |  |  |  | **Estimated Amount** |  |  |
|   |   |  |  |
|   |   |  |  |
|   |   |  |  |
|   |   |  |  |
|   |   |  |  |
|   |   |  |  |

Exhibit B1

**Budget Justification**

#### *The Budget Justification will include the following items in this format.*

#### Personnel

***Name.*** *Starting with the Principal Investigator list the names of all known personnel who will be involved on the project for each year of the proposed project period. Include all collaborating investigators, individuals in training, technical and support staff or include as “to be determined” (TBD).*

***Role on Project.*** *For all personnel by name, position, function, and a percentage level of effort (as appropriate), including “to-be-determined” positions.*

***Fringe Benefits.***

*In accordance with University policy, explain the costs included in the budgeted fringe benefit percentages used, which could include tuition/fee remission for qualifying personnel to the extent that such costs are provided for by University policy, to estimate the fringe benefit expenses on Exhibit B.*

#### Travel

*Itemize all travel requests separately by trip and justify in Exhibit B1, in accordance with University travel guidelines. Provide the purpose, destination, travelers (name or position/role), and duration of each trip. Include detail on airfare, lodging and mileage expenses, if applicable. Should the application include a request for travel outside of the state of California, justify the need for those out-of-state trips separately and completely.*

#### Materials and Supplies

*Itemize materials supplies in separate categories.* ***Include a complete justification of the project’s need for these items. Theft sensitive equipment (under $5,000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.29.***

#### Equipment

*List each item of equipment (greater than or equal to $5,000 with a useful life of more than one year) with amount requested separately and justify each.*

#### Consultant Costs

*Consultants are individuals/organizations who provide expert advisory or other services for brief or limited periods and do not provide a percentage of effort to the project or program. Consultants are not involved in the scientific or technical direction of the project as a whole.*

*Provide the names and organizational affiliations of all consultants. Describe the services to be performed, and include the number of days of anticipated consultation, the expected rate of compensation, travel, per diem, and other related costs.*

#### Subawardee (Consortium/Subrecipient) Costs

*Each participating consortium organization must submit a separate detailed budget for every year in the project period in Exhibit B2 Subcontracts. Include a complete justification for the need for any subawardee listed in the application.*

#### Other Direct Costs

*Itemize any other expenses by category and cost. Specifically justify costs that may typically be treated as indirect costs. For example, if insurance, telecommunication, or IT costs are charged as a direct expense, explain reason and methodology.*

#### Rent

*If the Scope of Work will be performed in an off-campus facility rented from a third party for a specific project or projects, then rent may be charged as a direct expense to the award.*

#### Indirect (F&A) Costs

*Indirect costs are calculated in accordance with the budgeted indirect cost rate in Exhibit B.*

Exhibit B2 – Subawardee Budgets

Budget Pertaining to Subawardee(s) (when applicable)

|  |  |  |
| --- | --- | --- |
| **Subawardee Name:** |   | **Exhibit B2** |
| **Principal Investigator (Last, First):** |   |  |
|  |  |  |  |  |  |  |  |
| **COMPOSITE SUBAWARDEE BUDGET FOR ENTIRE PROPOSED PROJECT PERIOD** |
|  |  |  | **07/01/2016** | **to** | **06/30/2019** |   |  |
|  |  |  |  |  |  |  |  |
|  |  | **From:** | **7/1/2016** | **7/1/2017** | **7/1/2018** |  |
|  |  | **To:** | **6/30/2017** | **6/30/2018** | **6/30/2019** |  |
| **BUDGET CATEGORY** |   | **Year 1** | **Year 2** | **Year 3** | **TOTAL** |
| PERSONNEL: *Salary and fringe benefits.* | $0 | $0 | $0 | $0 |
| TRAVEL |   | $0 | $0 | $0 | $0 |
| MATERIALS & SUPPLIES |   | $0 | $0 | $0 | $0 |
| EQUIPMENT |   | $0 | $0 | $0 | $0 |
| CONSULTANT |   | $0 | $0 | $0 | $0 |
| SUBRECIPIENT |   | $0 | $0 | $0 | $0 |
| OTHER DIRECT COSTS (ODC) | ***Subject to IDC Calc*** |   |   |   |   |
|   | ODC #1 | ***Y*** | $0 | $0 | $0 | $0 |
|   | ODC #2 | ***Y*** | $0 | $0 | $0 | $0 |
|   | ODC #3 | ***Y*** | $0 | $0**EXAMPLE** | $0 | $0 |
|   | ODC #4 | ***Y*** | $0 | $0 | $0 | $0 |
|   | ODC #5 | ***Y*** | $0 | $0 | $0 | $0 |
|   | ODC #6 | ***Y*** | $0 | $0 | $0 | $0 |
| **TOTAL DIRECT COSTS** |  | **$0** | **$0** | **$0** | **$0** |
| **Indirect (F&A) Costs** |  | **F&A Base** |   |   |   |   |
|  | ***Rate*** | ***MTDC \**** | *$0* | *$0* | *$0* | *$0* |
|  |  |  | **$0** | **$0** | **$0** | **$0** |
| **TOTAL COSTS PER YEAR** |  | **$0** | **$0** | **$0** |  |
| **TOTAL COSTS FOR PROPOSED PROJECT PERIOD** |  |  |  | **$0** |
|  |   |   |  |  |  |  |  |
| \* MTDC = Modified Total Direct Cost  |  |  |
| **JUSTIFICATION.** *See Exhibit B1 - Follow the budget justification instructions.* |  |  |
|  |  |  |  |  |  |  |  |
| **Annual Budget Flexibility (lesser of % or Amount)** |  |  |  |  |
| Prior approval required for budget changes between approved budget categories above the thresholds identified. | **%** | **10.00%** |  |  |  |
|  | ***or*** |  |  |  |
| **Amount** | *$10,000* |  |  |  |

Exhibit B3 – Invoice Elements

**Invoice and Detailed Transaction Ledger Elements**

In accordance with Section 14 of Exhibit C – Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University’s Financial Contact and the PI (or their respective designees).

Invoicing frequency

[ ]  Quarterly [ ]  Monthly

Invoicing signature format

[ ]  Ink [ ]  Facsimile/Electronic Approval

**Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category (Exhibit B) – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available[[1]](#footnote-1)**

* Personnel
* Equipment
* Travel
* Subawardee – Consultants
* Subawardee – Subcontract/Subrecipients
* Materials & Supplies
* Other Direct Costs
	+ TOTAL DIRECT COSTS (if available from system)
* Indirect Costs
	+ TOTAL

**Detailed transaction ledger and/or payroll ledger for the invoice period** **[[2]](#footnote-2)**

* University Fund OR Agency Award # (to connect to invoice summary)
* Invoice/Report Period (matching invoice summary)
* GL Account/Object Code
* Doc Type (or subledger reference)
* Transaction Reference#
* Transaction Description, Vendor and/or Employee Name
* Transaction Posting Date
* Time Worked
* Transaction Amount

**Exhibit C – University Terms and Conditions**

***[CMA (AB20) State/University Model Agreement Terms & Conditions UTC-220](https://www.ucop.edu/research-policy-analysis-coordination/research-sponsors-agreements/state-of-california/cma-templates.html)***

Exhibit D- Additional Requirements Associated with Funding Sources

(if applicable)

*If the Agreement**is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements will be set forth in Exhibit D. If the University is a subrecipient, as defined in 2 CFR 200 (Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance), and the external funding entity is the federal government, the below table must be completed by the State agency. (Please see sections 10.A and 10.B of the Exhibit C.)*

State Agency to Complete (Required for Federal Funding Source):

| Federal Agency |       |
| --- | --- |
| Federal Award Identification Number |       |
| Federal Award Date |       |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name |       |
| Amount Awarded to State Agency |       |
| Effective Dates for State Agency |       |
| Federal Award to State Agency is Research & Development (Yes/No) |       |

University to Complete:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award [ ]  does [ ]  does not support Research & Development.

**Plant Protection Act Memorandum of Understanding:**

The Recipient agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on May 6, 2019. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

**EXHIBIT D**

**FEDERAL TERMS AND CONDITIONS**

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

**1. Civil Rights**

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

1. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
2. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
3. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
4. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
5. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
6. Executive Order (EO) 11246; and
7. Americans with Disabilities Act, (PL 101-366).

**2. Labor Standards**

The Recipient must comply with labor standards pursuant to the following:

1. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
2. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
3. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

**3. Environmental Standards**

The Recipient must comply with environmental standards pursuant to the following:

1. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91‑190) and EO 11514 as implemented at 7 CFR Part 1b;
2. Notification of violating facilities pursuant to EO 11738;
3. Protection of wetlands pursuant to EO 11990;
4. Evaluation of flood hazards in floodplains in accordance with EO 11988;
5. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq*.);
6. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq*.);
7. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93‑523); and,
8. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

**4. Drug-Free Environment**

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

**5. Restrictions on Lobbying and Political Activities**

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

**6. Officials Not to Benefit**

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

**7. Trafficking in Persons**

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

**8. Intergovernmental Review**

The Recipient must comply with intergovernmental review standards pursuant to the following:

1. Executive Order 12372, as implemented at 2 CFR 415; and
2. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

**9. Confidentiality**

The Recipient must comply with confidentiality standards pursuant to the following:

1. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
2. Privacy Act, 5 USC 552 (a).

**10. Conservation in Procurement**

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

**11. Debarment, Suspension, Criminal or Civil Convictions**

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See [www.sam.gov](http://www.sam.gov) to determine debarment and suspension status.

**12. Crimes and Prohibited Activities**

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

1. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
2. False Claims Act, 31 USC 3729; and
3. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

**13. Biosafety in Laboratories**

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

**14. Conflicts of Interest**

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

**15. Inventions, Patents, Copyrights and Project Results**

1. The Recipient must comply with invention and patent standards pursuant to the following:
	1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
	2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.
2. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
3. Reports all subject inventions to CDFA;
4. Makes efforts to commercialize the subject invention through patent or licensing;
5. Formally acknowledges the Federal government’s support in all patents that arise from the subject invention; and
6. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

**16. Care and Use of Laboratory Animals**

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

1. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
2. Marine Mammal Protection Act, 16 USC 1361-1407.

**17. Fly America Act**

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301‑10.143.

**18. Motor Vehicle Safety**

The Recipient must comply with seat belt use standards pursuant to the following:

1. Highway Safety Act of 1966 as amended (23 USC 402-403);
2. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
3. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq*.)
4. Increasing Seat Belt Use in the United States (EO 13043).
5. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).
6. **Records Retention and Accessibility**

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

1. **All Other Federal Laws**

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Exhibit E – Special Conditions for Security of Confidential Information

(if applicable)

*If the Scope of Work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements regarding the use and disposition of the information, will be provided by the funding State agency in Exhibit E. (Please see section 8.E of Exhibit C.)*

Exhibit F – Access to State Facilities or Computing Resources

(if applicable)

*If the Scope of Work or project requires that the Universities have access to State agency facilities or computing systems and a separate agreement between the individual accessing the facility or system and the State agency is necessary, then the requirement for the agreement and the agreement itself will be listed in Exhibit F. (Please see section 21 of Exhibit C.)*

Exhibit G – Negotiated Alternate UTC Terms (if applicable)

An alternate provision in Exhibit G must clearly identify whether it is replacing, deleting or modifying a provision of Exhibit C. The Order of Precedence incorporated in Exhibit C clearly identifies that the provisions on Exhibit G take precedence over those in Exhibit C.

*While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate, or additional terms may be necessary.* *California Education Code §67327(b) allows for terms to be changed or added, but only through the mutual agreement and negotiation of the State agency and the University campus. If a given term in the UTC is to be changed, the change should* ***not*** *be noted in Exhibit C, but rather noted separately in Exhibit G.*

1. If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger. [↑](#footnote-ref-1)
2. For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements. [↑](#footnote-ref-2)