Sponsored Program Administration Policy

Approved by Academic Senate on 4/4/06

Article 1. Definitions

1.1. "**Auxiliary**" means an Auxiliary Organization as defined in Executive Order No. 698.

1.2. "**Contract**" means an agreement between the University or Auxiliary and Sponsor to provide an economic benefit, generally in the form of services, for compensation. The agreement is binding and creates a *quid pro quo* relationship between the parties.

1.3. "**Grant**" means a financial contribution to a Recipient to carry out an approved project or activity. A Grant generally anticipates no substantial programmatic involvement of the Sponsor with the Recipient during performance of the project or activity, but Sponsors usually request an accounting of the use of funds and of results of the project or activity. The University or Auxiliary may commit resources or services as a condition of the Grant.

1.4. "**Principal Investigator**" means the individual (whether referred to in the Contract or Grant as a Principal Investigator, Project Director, or other similar term) designated by the sponsoring agency to be responsible for ensuring compliance with the academic, scientific, technical, and day-to-day management of the Sponsored Program.

1.5. "**Recipient**" means the University or Auxiliary awarded a Contract or Grant. The Recipient is the University or Auxiliary, as the case may be, even if a particular component is designated in the award document, and shall not be an individual, department, or other constituent unit.

1.6. "**Sponsor**" means the party paying for the services or other economic benefit under a Contract or providing the financial contribution for a project or activity under a Grant.

1.7. "**Sponsored Program(s)**" means all work performed under Grants or Contracts funded by non-CSU funding sources (including non-CSU-funded Contracts and Grants that are subsequently subcontracted to another campus).

1.8. "**Sponsored Program(s) Administrator**" means the entity (University or Auxiliary) designated by the University to administer the Sponsored Program.

1.9. "**Sponsored Program Records**" include, but are not limited to, accepted proposals and applications; Contracts or Grant agreements; program reports and data; correspondence; budgets and supporting financial documentation; supporting human resources documentation; and other records relating to receipt, review, award, evaluation, status, and monitoring of the Sponsored Program.

1.10. "**Sponsored Program Work Product**" means any work created in the performance of a Sponsored Program. Unless the Contract or Grant states otherwise, Sponsored Program Work Product does not include journal articles, lectures, images, books or other works that are subject to copyright protection and have been created through independent academic effort and based on the findings of the Sponsored Program.

Article 2. General

Sponsored Programs provide significant benefit to the California State University (CSU) and further its educational mission by facilitating teaching, research, workshops, conferences,

institutes, and other projects that enrich the scholarly endeavors of faculty and students and enhance the services provided by the University to California communities. This policy shall be followed in the administration of Sponsored Programs to ensure that the University or Auxiliary maximizes the benefits of Sponsored Programs and supports faculty, students, and administrators in effectively securing and carrying out Sponsored Programs.

2.1. President's Responsibility

The president of each campus is responsible for the educational effectiveness, academic excellence, and general welfare of the campus. The president requires that the University and the Auxiliary operate in conformity with the applicable law and the policies of the CSU and the campus when proposing and administering Sponsored Programs. The president shall identify for each area of policy the campus official responsible for implementing that area of policy.

2.2. Written Policy

This policy for the management of Sponsored Programs incorporates the components outlined in Executive Order 890 and is consistent with policies relating to risk management, environmental health and safety, conflicts of interest, research misconduct, and other applicable CSU and campus policies.

Article 3. Sponsored Program Administration

3.1. Proposal Submission, Review, and Approval

3.1.1. Pre-Award Review and Approval of Proposal Submission. All proposals for Contracts and Grants submitted to a sponsoring federal or state agency, public or private corporation, private foundations or individuals must be reviewed and approved through the University's official process before being sent to the Sponsor. This review includes sign-offs from the following: Principal Investigator, Department Chair, Director of the Office of Research and Sponsored Programs, Dean, Contract Language Review, ABS Financial Manager (if applicable), Risk Management Controller, Vice President for Business and Finance, Vice President for Development and University Relations (if applicable), and the Vice Provost. As workload and reassigned time are critical pieces of departmental planning, the department chair must review and sign the proposal submission prior to other institutional signatures. Designated by the president and through the Provost, the Vice Provost shall serve as the official *Authorized Institutional Representative.* The Vice Provost shall serve as the final authorized signature for proposals covered under this policy. Note: If any changes are to be made, the PI must be notified of those changes. If the PI does not accept the changes, the submission cannot occur.

All proposals shall be written in accordance with the guidelines authorized by this policy and shall be completed and delivered to the Office of Research and Sponsored Programs for review and routing at least seven (7) working days prior to the submission deadline, in order to allow sufficient time for review and oversight. The Office of Research and Sponsored Programs has a responsibility to present the University in the best light possible, and may not be able to meet proposal due dates when proposals are submitted later than the above timeline.

3.1.2. Pre-Acceptance Approvals. Awards of Contracts or Grants shall not be accepted without prior written approval by the appropriate officials as listed in 3.1.1.

3.1.3. Notice. This policy serves as notice to all personnel responsible for the preparation of proposals and applications for Sponsored Programs that, if awarded, the Recipient of the Contract or Grant shall be the University or the Auxiliary and not an individual, department, or other constituent unit.

3.1.4. Amendment of Contract or Grant. Any amendment and/or modification to existing Contracts and Grants require the approval of the Vice Provost (or the Vice President for Development and University Relations, when applicable). Further, if amendments and/or modifications require additional University resources, alter the scope of the work involved, or commit additional reassigned time from the Principal Investigator, the amended or modified Contract or Grant must be reviewed and re-approved by the appropriate officials listed in 3.1.1.

3.2. Performance of Grants and Contracts

3.2.1. Administration of Sponsored Programs. For all Contracts and Grants, California State University, Stanislaus shall serve as the applicant agency and the fiscal agent in the administration of Contracts and Grants. In some cases, the Foundation may serve as the applicant and fiscal agent. In *all* cases, the Vice Provost's signature, as the authorized institutional representative, is required on all Grants and/or Contracts prior to submission. The University and/or the Auxiliary, in conjunction with the Principal Investigator, are legally responsible and accountable to the Sponsor for the use of funds provided and the performance of the Sponsored Program.

3.2.2. Master Agreement between University and Auxiliary for Administration of Sponsored Programs. The Master Agreement has been executed between the University and the Auxiliary, effective 7/1/04 through 6/30/06.

3.2.3. Implementation Plan. The implementation, operational, and retention procedures for all Contracts and Grants shall be detailed in the *Funding Success Handbook* or other appropriate documents. Procedures shall be outlined for identifying the Principal Investigator and staffing needs, the establishment of fiscal accounts, the review of administrative requirements and federal assurances, and for identifying the person or entity responsible for the security, ownership, custody, and retention of the Sponsored Program Work Product and Records after completion of the Sponsored Program. In addition, the CSU Stanislaus campus policy on *Intellectual Property Rights* shall serve as the policy for the security and ownership of any product developed under the Sponsored Program, as negotiated by both parties prior to the Contract or Grant submission and award. The University *Research, Scholarship, and Creative Activities Policy Committee* shall have general oversight and advocacy responsibility for this policy and procedures.

3.3 Human Resources Policy

3.3.1. Principal Investigator(s). The qualifications to serve as a Principal Investigator shall include employment by the University or Foundation. Limited exceptions may be allowed for the appointment of Principal Investigators who are not employees of the University or Auxiliary but who are officially affiliated with the University, such as individuals with emeritus status or visiting professors or

researchers, as recommended by a dean, following appropriate consultation, and as approved by the Vice Provost.

3.3.1.1. In the case where the incumbent Principal Investigator resigns, becomes incapacitated, or fails or refuses to perform the duties adequately, the Principal Investigator's responsibilities may be reassigned. Reassignment or other resolutions may be determined in one of the following ways:

1. **Resignation/Retirement**:
    a. When a faculty member resigns from his/her position at the University and where the nature of the investigation/project is best served by the unique research strengths of the faculty member, a negotiation between the Principal Investigator, the Funding Agency, and the Research Integrity Officer (the Vice Provost), will occur and a mutually satisfactory resolution will be reached.
    b. When a faculty member resigns/retires from his/her position at the University/as Principal Investigator of a Grant and where the University has provided "Extraordinary Support or Compensation" to develop the Grant initiative (See Intellectual Property Rights Policy at http://www.csustan.edu/FacultyHandbook/appxp.htm, Section IV), OR where the nature of the Grant is one that is uniquely designed to meet the regional needs of the University, then the University will retain the Grant/Contract.
2. **Incapacitation**: When a Principal Investigator becomes incapacitated during administration of a Grant/Contract, the Funding Agency and the Research Integrity Officer (the Vice Provost), will consult and a satisfactory resolution will be reached. In the event that the PI is able to communicate, the Research Integrity Officer will consult with the PI prior to contact with the funding agency.
3. **Failure to Perform Duties Adequately**: When a Principal Investigator fails to perform the requisite duties within a Grant/Contract, the University will implement an inquiry process. The inquiry will be set forth as follows:
    a. Initial Inquiry: When a complaint about Principal Investigator performance is lodged by the funding agency, financial services or members of a Grant, the Research Integrity Officer will assess whether the allegation has substance and determine if an investigation is warranted.
    b. Investigation: If the Research Integrity Officer determines that an investigation is warranted, a committee will be assembled, comprised of the following individuals:
        i. Two campus faculty, preferably with grant experience, one of whom is from the PI's discipline
        ii. Financial Service Officer
        iii. Director, Research & Sponsored Programs
    c. Decision: The committee conducting the investigation will recommend a corrective action to the Research Integrity Officer. The Research Integrity Officer will inform the PI, the funding agency, ORSP, and Financial Services of the final decision and corrective action taken. Corrective actions may be recommended that could include benchmarks related to PI performance on the Grant or may involve removal of the PI from the Grant. Regardless

of the outcome, the Research Integrity Officer will present his/her findings and recommendations to the funding agency and shall complete the investigation and decision within one semester.

4. **Grant Employee Complaints:** Any employment-related issue or complaint, including harassment, discrimination, and threat of violence that could arise between a PI and another Grant employee will follow current Human Resource Procedures that include discovery of all relevant information, and safeguarding the rights of both the person making the complaint and the person who is the subject of the complaint. Both parties will be assured that the investigation and its resolution conform to all legal requirements, institutional policies, and good business practice commitments of each party.

3.3.1.2. When projects call for the distribution of responsibilities among Principal Investigators for multi-institutional Sponsored Programs, these responsibilities shall be clearly specified in the Grant or Contract proposal, shall be agreed upon in advance by the Principal Investigators, and approved by the appropriate campus or Auxiliary administrators.

3.3.2. Employer. The University shall be the employer of the Principal Investigator and other employees with regard to work performed in furtherance of each Grant or Contract. In all matters related to the fulfillment of the Grant or Contract, the PI will work in concert with the funding agency and University to ensure that the integrity of the Grant is maintained. Should problems fall within the scope of existing campus policies for the conduct of research, CSU Stanislaus shall follow the appropriate policy and procedures (e.g. research misconduct, human subjects, animal welfare, and intellectual property).

3.3.3. Additional Employment. Additional employment is addressed through the Collective Bargaining Agreements for both faculty and staff.

3.3.4. Misconduct. CSU Stanislaus shall follow the campus policy for research misconduct. Employees working on Sponsored Programs *who are also* CSU employees shall remain subject to consequences outlined in the University's disciplinary procedures for unprofessional behavior, failure or refusal to perform duties adequately, or other misconduct within the administration of Grants and Contracts.

3.3.5. Conflict of Interest. CSU Stanislaus shall follow the campus *Conflict of Interest Policy*. This policy shall ensure that no potential or real conflict of interest adversely affects the administration of Contracts and Grants. This policy also addresses both areas of conflict of interest and conflict of commitment. This policy implements state standards as outlined in the California Administrative Code, Title 2, Section 18705, that requires disclosure of financial interest in private sponsors of research by all Principal Investigators on Sponsored Projects administered by the University.

3.3.6. Nepotism. CSU Stanislaus shall follow and be consistent with the Chancellor's Office nepotism policy, FSA 78-19, with regard to the administration of its Sponsored Programs. (http://www.calstate.edu/HRAdm/Policies/FSA78-19.pdf)

3.4 Academic Policy

3.4.1. Conduct of Research. The Office of Research and Sponsored Programs, and the Auxiliary (if applicable), with the assistance from the Principal Investigator, dean and department chair, shall provide oversight of the conduct of research and ensure progress toward fulfillment of Contract or Grant requirements.

3.4.2. Human Subjects Research. CSU Stanislaus shall follow the campus *Policy on the Protection of Human Subjects* that governs the protection of the rights and welfare of human subjects in all Sponsored Programs research in which the institution is engaged

3.4.2.1. Detailed procedures for approving and monitoring human subject research can be found on the Office of Research and Sponsored Program's website under "Research Guidelines," (http://www.csustan.edu/ORSP/Data/ResearchGuidelines/index.html) .

3.4.2.2. Research conducted and funded by the Department of Health and Human Services fall under the federal assurance approved by the Office of Human Research Protections.

3.4.2.3. As outlined in the campus policy, the president or designee is authorized to take appropriate action to implement regulations required by funding and regulatory agencies for the protection of human subjects in research.

3.4.2.4. CSU Stanislaus shall maintain one or more Institutional Review Boards to ensure adequate review of proposed research and shall monitor approved research protocols involving human subjects.

3.4.2.5. Adequate training of research personnel and for multi-institutional Sponsored Programs engaged in human subjects research shall be guided by the Office of Research and Sponsored Programs.

3.4.3. Animal Subject Research. CSU Stanislaus shall follow the campus *Policy for the Care and Use of Animals* that governs the procurement, housing, care, and use of live non-human vertebrate animals in all Sponsored Programs research in which the institution is engaged. The University Animal Welfare Committee shall provide (1) oversight and review of all animal care and use of facilities and procedures and (2) timely certifications and reports of the human care and use of animals as required by governmental agencies.

3.5. Fiscal Administration. Normally, California State University, Stanislaus is the applicant agency and also serves as the Recipient for Grants and Contracts. Exceptions may occur in instances in which agency regulations require the Foundation to serve as the applicant and Recipient for individual Grants and Contracts.

3.5.1. Budget. The Sponsored Program Administrator shall be responsible for final certification of project budgets and budget change review procedures. In addition to the authority listed in 3.1 (Proposal Submission, Review, and Approval), the Vice Provost as the Authorized Institutional Representative shall have full authority to (1) commit the University to make an offer of services; (2) negotiate and accept terms and conditions or an award (i.e., Letters of Acceptance, Contracts, and first

and second tier Sub-recipient Agreements); (3) authorize subsequent changes to existing Agreements; and (4) ensure that the University meets its reporting obligations to quality and timeliness to the Sponsors.

3.5.1.1. The Principal Investigator for the Contract or Grant shall be responsible for executing the project in conformance with the approved budget.

3.5.1.2. Disbursements shall not be processed on any account unless both parties have executed a Contract or unless all approvals have been obtained and the Grant has been accepted. However, in extraordinary cases when the Sponsor allows the institution to incur pre-award costs, written confirmation must be received from the Sponsor assuring that funds will be made available. Upon receipt of this guarantee, the Authorized Institutional Representative *may or may not* approve the pre-award disbursement(s).

3.5.2. Account Management

3.5.2.1. Where the University serves as the Sponsored Program Administrator and Recipient for individual Grants and Contracts, The Sponsored Program Administrator's Business and Finance Division shall be responsible for the timely establishment of accounts in accordance with the terms and conditions of the Contract or Grant.

3.5.2.2. The Sponsored Program Administrator's Business and Finance Division will set up accounts in accordance with CSU and Sponsor regulations, policies, and procedures. Business and Finance procedures are in place to define and document approval authority; maintain proper accounting and control of all cash receipts from Contract or Grant billings; review and approve all expenditures for compliance with the Contract or Grant; and ensure completion of accurate and timely reporting for each Contract or Grant.

3.5.2.3. The Principal Investigator shall be responsible for ensuring that all expenditures are made in compliance with the approved budget, the Contract or Grant and the Sponsored Program Administrator's policies.

3.5.2.4. The Sponsored Program Administrator's Chief Financial Officer (or appropriate designee) must authorize payments involving personal expenditures by the Principal Investigator.

3.5.2.5. The Sponsored Program Administrator shall certify that funding is available prior to issuance of any personnel action forms.

3.5.3. Fiscal Reporting. The Sponsored Program Administrator shall provide the PI with periodic fiscal reports. The Sponsored Program Administrator shall work with the Principal Investigator, whose responsibility it is to approve and ensure that all fiscal reports (including final reports) and billings are prepared and submitted, on a timely basis, to Sponsors in accordance with the terms and conditions of the Contract or Grant.

3.5.4. Cost Recovery. All proposals submitted by California State University, Stanislaus and by the Auxiliary shall include requests for facilities and administrative costs (F&A) funding at the maximum rate allowed by the funding agency, whenever possible, in accordance with CSU policy, University and Auxiliary policy. If a Grant and/or Contract was routed post-award, and allowable F&A was not included in the proposed budget the University reserves the right to decline or renegotiate the terms of the award.

3.5.5. Cost Sharing. In some cases, the University may share or match costs associated with a Sponsored Program instead of recovering indirect and direct costs (F/A). When there is cost sharing or matching in connection with a Sponsored Program, the Sponsored Program Administrator, in conjunction with the Principal Investigator, shall document actual costs shared or matching contributions in a manner consistent with the campus cost allocation plans, Sponsor requirements and in the case of federal Contracts or Grants requirements as stated in OMB Circular A-110.

3.6. Sponsored Program Work Product and Records

3.6.1. Work Product and Records Policy. Any Contract or Grant that provides for ownership or license of Work Product or Sponsored Program Records to any person or entity other than the University, shall provide the University with a free-of-cost, nonexclusive license to use the Sponsored Program Work Product and the right to access and use the Sponsored Program Records for purposes consistent with the educational mission of the University.

3.6.2. Records Retention. The University and Auxiliary shall ensure the storage, preservation, and/or disposal of Records once the Sponsored Program is complete. Record retention shall comply with applicable law, University and Auxiliary policy, and the Sponsor's record retention requirements. Normally, Records shall be maintained for a period of seven (7) years from the time of completion of the Sponsored Program. The disposal of Records no longer needed shall be completed in a manner to ensure confidentiality. The preservation of Records of historical value shall be completed in accordance with archival procedures of the University.

Article 4. System Office Role/Responsibility

4.1. Legal Advice. Legal advice concerning Contract or Grant administration that might affect the CSU or the University shall be coordinated through the CSU Office of General Counsel.

4.2. System Office. The offices of Academic Affairs, Business and Finance, and Human Resources in the Office of the Chancellor shall each be responsible for their respective policy functions in the maintenance and support of the requirements of the Executive Order pertaining to Sponsored Programs.

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Office of the President

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COPY

MASTER AGREEMENT BETWEEN CALIFORNIA STATE UNIVERSITY, STANISLAUS AND CALIFORNIA STATE UNIVERSITY, STANISLAUS FOUNDATION FOR ADMINISTRATION OF GRANTS AND CONTRACTS

An Operating Agreement between the California State University Trustees and California State University, Stanislaus Foundation (Foundation), effective July 1, 2003 through June 30, 2008, authorizes the Foundation to perform the function "Research, Workshops, Conferences, Institutes, and Federal Projects," as specified in Section 42500, Title 5, California Code of Regulations. The indemnification clause and insurance requirements of this agreement are in compliance with Executive Order 890, Section 3.2.2.

This Master Agreement between California State University, Stanislaus and the California State University, Stanislaus Foundation, effective July 1, 2004 through June 30, 2006, designates Foundation as the Sponsored Program Administrator (SPA) by California State University, Stanislaus (University) for those awards listed on Appendix A to this Master Agreement, dated July 6, 2004.

The Foundation as SPA for these awards agrees to provide grants and contracts services to ensure the submission of proposals and administration of projects comply with University policy and procedures for Sponsored Projects Administration at California State University, Stanislaus, federal and state regulations, funding agency regulations, and University and Foundation policies and procedures.

Marvalene Hughes — Date
Marvalene Hughes
President
California State University, Stanislaus

D. P. Dauwalder 7-16-04 — Date
David Dauwalder
Provost & Vice President for Academic Affairs
California State University, Stanislaus

Mary Stephens 7/7/04 — Date
Mary Stephens
Vice President, Business and Finance
California State University, Stanislaus

Diana Demetrulias 7/14/04 — Date
Diana Demetrulias
Vice Provost for Academic Affairs
California State University, Stanislaus

William Ruud 7/21/04 — Date
William Ruud
Executive Director
California State University, Stanislaus Foundation

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