



CONDITIONS OF AWARD

The CALFED Science Fellows Program is a project that brings together young scientists, CALFED agency scientists and senior research mentors in collaborative data analysis and research projects relevant to ecosystem management and water supply reliability questions. The Science Fellows Program will put out a call annually for research proposals from junior scientists (with the backing of their research mentors) for analyses of the immense monitoring databases collected and maintained by CALFED agencies. Selected fellows will work for up to a three-year period at the research mentor's university or research institution on the approved project. The approved research teams will ideally include an agency scientist who has direct experience in the collection of data to be used. During the fellowships, the fellow, state staff, and research mentor will collaborate on the approved project, provide updated information, progress information, and any drafts or published material.

The California Sea Grant College Program has partnered with the CALFED Science Program to administer its Science Fellows Program, subsequently entering into an agreement with the funding agency—the California Bay-Delta Authority (CBDA). In accordance with this agreement (No. U-04-SC-005), California Sea Grant's responsibilities include requesting and reviewing proposals, financial and technical reports, publications and other deliverables, and no-cost extension and budget modification requests.

The following provides general guidelines for administering the CALFED Science Fellows funds and includes special terms and conditions (Exhibits B, D, and E) taken directly from the agreement with CBDA. In addition, each university and college has established rules and regulations governing grant administration that should also be adhered to. Please review the stipulated conditions carefully and, having done so, sign and return the "Award Acceptance Form."

Questions and Correspondence:

All questions and correspondence (such as requests for extensions, budget modifications, etc.) should be emailed to sgbudget@seamail.ucsd.edu. For full instructions on how to submit an extension and/or budget modification, visit the California Sea Grant website, <http://www-csgc.ucsd.edu/FUNDING/MANAGING/CALFED/CALFEDIdx.html>.

Research Mentor Responsibilities:

- The research mentor's role is to provide general oversight, direction, and first-level peer review of all aspects of the project.
- In the event that progress is determined to be unsatisfactory by the mentor, Sea Grant, the CALFED Science Program Manager, or the Lead Scientist, the research mentor will jointly either agree to find another fellow or the mentor will assume active responsibility and will receive no more compensation than the total cost of the award minus payments already made to the fellow. In this event, the research mentor will be paid the monthly stipend that would have been paid to the fellow.

Fellow Responsibilities:

- Fellows will work on this project full time.
- Fellows will have primary responsibility for undertaking all of the work of the selected project, under the general oversight and direction of the research mentor.
- Fellows are responsible for submitting travel, supply, and equipment reimbursement claims directly to their appropriate Business Office, who will then be responsible for invoicing Sea Grant for reimbursement.
- Fellows are required to submit an abstract for an oral or poster presentation at each State of the Estuary Conference and CALFED Science Conference during the duration of the fellowship.

Joint Responsibilities of the Research Mentor and Fellow:

The research mentor and the fellow agree to be responsible for the defined products listed below:

Schedule and Deliverables: Deliverables will be comprised of abstracts, presentations, posters, unpublished summaries, and publications in scientific journals specific to the accepted research proposal and the annual Progress Report. (See Exhibit E, Publication Provisions.)

Deliverables include: a) information presented at each CALFED Science Conference and each State of the Estuary Conference during their fellowship (oral presentations may substitute for posters), b) preparation and presentation of one or more briefings to the CALFED science community upon request from the CALFED Science Program Manager or Lead Scientist, c) an annual report of progress as outlined below, and d) printed and electronic copies of publications resulting from the project three years after completion of the contract.

Deliverable: Interpretive products resulting from these projects must be provided to CALFED Science Program for publication on its website or linked to another publication website.

Deliverable: An annual report of progress with a) a list of bullet items on what was done, b) a list of presentations and talks, regardless of where, c) a list of written material and publication outlet with electronic copies, and d) a paragraph describing the progress of the project to be posted on the CALFED Science Program website.

Periodic Reviews:

There will be periodic reviews of progress by the research mentor, Sea Grant, the CALFED Science Program Manager, and the Lead Scientist.

If progress by either the mentor or fellow is deemed unsatisfactory at the 32-month review, Sea Grant shall, with CALFED approval, withhold all remaining payments for that project until satisfactory deliverables are submitted.

Personnel:

Changes in senior personnel, in their grantee organization, or in their percentage of time, require prior approval of the Sea Grant Director. In addition, if the fellow or research mentor will be on any type of leave (sabbatical or leave of absence) during the period of this award, please contact California Sea Grant immediately to describe and determine this action's impact on the research project.

Technical Reporting Requirements:

Patents – All potentially patentable ideas, inventions, discoveries or improvements made during the grant term must be disclosed promptly. The Sea Grant Property/Inventions/Patents/Royalties report included in the package requesting technical reports should be signed and returned to the California Sea Grant office. In addition, UCSD fellows or mentors to whom this applies should download, complete and submit the form found at <http://invent.ucsd.edu/downloads/index.htm>. Other UC investigators should go to the Office of the President's website for forms and contact information concerning the Technology Transfer office at their campus. The URL is <http://www.ucop.edu/ott/faculty/disclose.html>.

Progress Reports – On annual basis, each fellow or mentor is required to complete an online progress report via the California Sea Grant website. A solicitation will be issued for a progress report prior to its due date. Details may be found at the Sea Grant website: <http://www-csgc.ucsd.edu/FUNDING/MANAGING/CALFED/CALFEDIndx.html>.

Completion Reports – At the end of your project, a solicitation will be issued for a completion report. This report summarizes the scientific/technical results of your project and is submitted via email to the CA Sea Grant office.

Theses/Dissertations – Graduate fellows should send one copy of their completed thesis (or dissertation) and 10 copies of the abstract, title page, and CBDA funding acknowledgment to the California Sea Grant publications office.

Financial Reporting Requirements:

The final expense report is due within 45 days following the completion of the project. This form is available on our website <http://www-csgc.ucsd.edu/FUNDING/MANAGING/CALFED/CALFEDIndx.html> (follow the Post Award link).

The project leader or administrative contact should submit the final expense report with cumulative ledgers (year-to-date details for supplies, travel, fellowship stipend, and fellowship tuition fee remission/fees) through their institution's grants management or extramural funds office. That office should then fax (858-534-2231) or e-mail (fiscaltm@seamail.ucsd.edu) this report to California Sea Grant.

Invoicing Requirements:

California Sea Grant has new invoicing requirements. Sample invoices can be downloaded from our website. The new format is a one-page invoice, which identifies direct costs, indirect costs, fellowship stipends, and fellowship tuition fee remission/fees. With the exception of travel, do not include backup receipts or documentation. Any invoices that significantly deviate from the new format will not be paid. Invoices should be faxed (858-534-2231) or emailed (fiscaltm@seamail.ucsd.edu) to California Sea Grant.

Reimbursement for Travel, Equipment, and Supplies:

Fellows are responsible for submitting travel, supply, and equipment reimbursement claims directly to their appropriate Business Office.

Reimbursement of travel, equipment, and supply expenses will be paid upon receipt of satisfactory information, as required by the fellow's or mentor's departmental business office and/or institution.

NOTE: Although these rates may differ from those at your institution, the travel and per diem expenses will be reimbursed at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. (See Exhibit B, Travel and Per Diem Expenses.)

No-Cost Extensions:

The effective dates are specified on the award allocation issued by California Sea Grant. Permission to extend funds remaining at the end of the project must be obtained from California Sea Grant at least 45 days prior to the termination date of the project. The fellow or mentor should not assume that funds are automatically extended. Visit the California Sea Grant website for full instructions on how to submit a no-cost extension request.

Transfer of Funds:

Prior approval from California Sea Grant is required if cumulative transfers between categories exceed 10% of the originally approved total Sea Grant project costs or if funds are being transferred into any category where funds were not originally budgeted. Visit the California Sea Grant website for full instructions on how to submit a rebudget request.

TRAVEL AND PER DIEM EXPENSES – EXHIBIT B, ATTACHMENT 2

I. SHORT-TERM PER DIEM EXPENSES

A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expenses for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

Meals:

Breakfast	\$ 6.00	Receipts are not required for regular short-term travel meals
Lunch	\$10.00	
Dinner	\$18.00	
Incidentals	\$ 6.00	

Lodging:

Statewide	Actual up to \$84.00 plus tax
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When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B#1 below.

In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in # 3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:

1. Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. No lunch or incidentals may be reimbursed on travel of less than 24 hours.
2. Employees on short-term travel who stay in commercial lodging establishments or commercial campgrounds will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals **only**.

II. LONG-TERM TRAVEL AND PER DIEM EXPENSES

A. Employee maintains a separate residence in the headquarters area:

1. Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging or \$24.00 in long-term meals.

B. Employee does not maintain a separate residence in headquarters area:

1. Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging or \$12.00 in long-term meals.

III. MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is 34 cents per mile.

Reimbursement for personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities is 37 cents per mile.

IV. VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to the California Code of Regulations, Title 2, Sections 599.627 and 599.628.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

Severability: If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be constructed to remain fully valid, enforceable, and binding on the parties.

Standard of Professionalism: The providing State agency shall conduct all work consistent with the professional standards of the industry and type of work being performed under the Agreement.

Termination Without Cause: The California Bay-Delta Authority may terminate this Agreement without cause upon 30 days advance written notice. The providing State agency shall be reimbursed for all reasonable expenses incurred up to the date of termination.

Computer Software: If software usage is an essential element of performance under this Agreement, the providing State agency certifies that it has appropriate systems and controls in place to ensure that California Bay-Delta Authority funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

EXHIBIT E – PUBLICATION PROVISIONS

1. **General.** The word State as used herein refers to the California Bay Delta Authority (CBDA).

The publications provisions are to provide for adequate documentation of the completed contract obligations, encourage publication and distribution of research information, and protect the State from unwarranted implications of policy or concurrence with the conclusions of the principal investigator (PI).
2. **Review of Reports.** The process of the State's review of the draft and final reports to ensure adequate compliance with provision of this agreement will include:
 - a. A general technical review to ensure that all aspects of the study provided for by this agreement have been adequately carried out and documented. Correction of deficiencies found in this review is a requirement for the State's acceptance of a report as evidence of partial or final fulfillment of agreement objectives.
 - b. An analysis of the conclusions of the report in relationship to the data collected and theories developed therein to determine whether or not the State concurs that the PI's conclusions are supported by the data. Recognizing that professional differences of opinions do arise, the concurrence of the PI with review comments of this type is not a requirement for acceptance but may affect decisions regarding State distribution of the report and use of the research results.
3. **Acknowledgment.** All reports published by the State and/or PI under provisions of this agreement shall contain a credit reference (e.g., prepared in cooperation with the California Bay-Delta Authority for research funded under California Bay-Delta Authority Agreement No. U-04-SC-005). Mention of trade names or commercial products does not constitute Department endorsement or recommendation.
4. **Publication Rights.** Reports prepared by the PI under provisions of this agreement may be published under the following conditions:

The contractor shall have the right to disclose, disseminate and use, in whole or part, any data and information received, collected, or developed under this agreement, including material contained in the final report, subject to inclusion of the credit statement of Section 3 of these publication provisions, not less than 30 days prior to publication of such material.
5. **Dissemination of Results.** The PI may publish the results of the study or any of its particulars in separate reports or by submission of technical papers to professional organizations subject to these publication provisions. Both written and oral releases are considered to be within the context of publication.
6. **Copyright.** All rights in copyright deliverables created by contractor in the performance of work under this Agreement are the property of CBDA which shall grant the contractor a royalty-free, non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative deliverables and distribute copies of the deliverables so long as such deliverables are used for research and educational purposes, and not commercial purposes, and further so long as such use complies with these Publication Provisions.
7. **Intellectual Property Indemnity.** Contractor will defend and indemnify CBDA from and against any claim, lawsuit or other proceeding, loss, cost, liability or expense (including court costs and reasonable fees of attorneys and other professionals) arising out of the negligent or other tortious act(s) or omission(s) by the contractor, its employees, or agents, in performance of this contract, but only in proportion to and to the extent caused by such acts or omissions.