



**GENERAL GRANT PROVISIONS**

**OF THE**

**SPACE TELESCOPE SCIENCE INSTITUTE**

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## **I. INTRODUCTION**

This document provides the general provisions applicable to all grants awarded by the Space Telescope Science Institute (ST ScI or the Institute) and supersedes all versions previously issued. ST ScI is operated by the Association of Universities for Research in Astronomy, Inc., (AURA), for the National Aeronautics and Space Administration (NASA) under Contract NAS5-26555. The term “ST ScI” wherever used in this document or in award documents shall mean the Association of Universities for Research in Astronomy, Inc. (AURA) and its operating center, the Space Telescope Science Institute.

Funds are being made available to ST ScI by NASA for the direct support of Hubble Space Telescope (HST) research. There is no Catalog for Domestic Assistance (CFDA) number associated with these funds. Funds are available to General Observers and Archival Researchers who are United States (U.S.) scientists for the acquisition, analysis, and publication of HST data. In any instance where there is a conflict between the General Grant Provisions contained in this document and the special conditions of the Grant Award or Amendment Documents, the special conditions will govern. The terms of the current Call For Proposals are incorporated into and should be considered part of these General Grant Provisions.

Grants awarded for Hubble Fellowships are also subject to these provisions. However, the special conditions of the Grant Award or Amendment Documents and the “Policy and Budgetary Information for Fellows and Host Institutions” supersede these provisions.

The IDEAS grants are subject to the document entitled “General Grant Provisions of the Space Telescope Science Institute for the Initiative to Develop Education Through Astronomy and Space Science Research Grants Program” which is under a separate cover.

Grants are awarded under these programs by ST ScI for and on behalf of NASA. ST ScI is authorized to and will make grant payments from funds advanced or authorized to it by NASA and not from its own assets, and administers each grant in other respects for NASA unless specifically provided to the contrary. Administration of these grant programs or of specific grants may be transferred from ST ScI to NASA or its designee, and in the case of such transfer, ST ScI will have no further responsibility.

The ST ScI administers these programs in full accordance with the national policy against discrimination on the basis of race, color, national origin, sex, handicap, and age.

## **II. ELIGIBILITY FOR ST SCI GRANT FUNDS**

### **A. U.S. Scientists**

Funding from ST ScI may be requested by scientists who are U.S. citizens residing in the United States, or abroad if salary and support are being paid by a U.S. institution, and U.S. permanent residents and foreign national scientists

working in and funded by U.S. institutions in the U.S. Funding will be provided to any of the following:

1. Universities, Colleges, and Nonprofit Research Institutions

It is expected that the majority of the proposals funded by ST ScI to carry out research projects with HST data will be submitted by U.S. scientists affiliated with universities, colleges, observatories, research labs, and other non-profit research institutions.

Support may be awarded to U.S. students provided approval is obtained in writing from the individual's advisor and from an Authorizing Official of the university or college accepting responsibility for the grant.

2. Private For-Profit Organizations

Proposals from scientists working at private for-profit institutions are also eligible for funding by ST ScI. However, neither management fee nor profit will be allowed as an element of the grant award. Costs will be determined in accordance with these General Grant Provisions, provided that administrative costs (indirect costs) necessary for support of a project are reasonable and are based on an applicable Federally negotiated IDC rate or are identified and costed as closely as possible to actual costs.

3. Federal Employees

Proposals from scientists who are Federal employees are eligible for ST ScI funding. Proposals must be submitted through the appropriate authorizing office in the employee's agency.

Funding for government employees is allowed in accordance with the standard policies and practices of the individual's Federal Agency.

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

4. ST ScI Employees

Proposals from ST ScI scientists, excluding European Space Agency (ESA) scientists employed at ST ScI, are eligible for funding by the Institute. Such funding may be provided for all of the allowable costs listed below, except for salary support for ST ScI scientists unless they are on leave from the Institute or on a part-time status.

5. Unaffiliated Scientists

Unaffiliated U.S. scientists are eligible for ST ScI funding. Such scientists should contact the ST ScI Grants Administration Office to discuss financial arrangements. These arrangements must ensure the responsible management of appropriated Federal funds and must be acceptable to the ST ScI management and auditing group.

B. Scientists from ESA Member States

Scientists affiliated with ESA member state institutions, are not eligible for funding from ST ScI. These scientists should apply to their own institutions or national research organizations.

C. Other Non-U.S. Institutions

All other non-U.S. scientists are eligible to apply for HST time but are not eligible for funding from the ST ScI. "Non-U.S." refers to a scientist who has a formal contractual affiliation with a Non-U.S. institution regardless of where he or she resides.

When a U.S. Principal Investigator (PI) obtains grant funds from ST ScI and has Co-Investigators (Co-Is) from other countries, the foreign Co-Is must receive their funding from other sources. ST ScI grant funding may not flow through a U.S. PI to Co-Is at foreign institutions.

Non-U.S. PIs must designate a U.S. Administrative PI for proposals in which funding will be requested for U.S. Co-Is. The U.S. Administrative PI will coordinate funding requests for the U.S. Co-Is on the Program.

No grant support, such as salaries, equipment, supplies, travel, etc., will be provided for scientists affiliated with non-U.S. Institutions.

Liability letters, addressing ST ScI's liability with regards to data provided, will be sent to the Directors of the non-U.S. institutions and must be signed by the Authorizing Official and returned to ST ScI. Failure of an institution to return the properly executed letter will result in HST data not being released to the applicable non-U.S. investigators during the proprietary period.

**III. STANDARDS FOR INSTITUTIONAL FINANCIAL MANAGEMENT SYSTEMS**

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

- A. A financial management system which provides for accurate, current, and complete disclosure of all project expenditures for each ST ScI grant in accordance with the reporting requirements set forth in Section XIV below.
- B. Records that adequately identify the source and application of funds for each ST

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ScI grant. These records must contain information pertaining to awarded funds, obligations, grant expenditures, and unobligated balances.

- C. Effective control over and accountability for all funds, property, and other assets. A recipient of a ST ScI grant must adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- D. Comparison of actual expenditures with budgeted amounts for each ST ScI grant.
- E. Procedures to minimize the time elapsing between the payment of ST ScI funds and the disbursement of such funds when advanced payments are provided by ST ScI.
- F. Procedures for determining the reasonableness, allowability, and allocability of costs in accordance with these General Grant Provisions and the special conditions stated in the Grant Award or Amendment Documents.
- G. Accounting records, including cost accounting records, that are supported by source documentation.
- H. Examinations in the form of periodic independent audits or internal audits on an organization-wide basis to test the fiscal integrity of financial transactions and the effectiveness of the financial management system.

#### **IV. FINANCIAL REQUIREMENTS FOR UNAFFILIATED OR INDIVIDUAL SCIENTISTS**

Grants awarded to unaffiliated or individual U.S. scientists will be subject to funding arrangements that ensure the responsible management of appropriated Federal funds and are acceptable to the ST ScI management and auditing group.

#### **V. SPECIAL REQUIREMENTS FOR NEW GRANTEE INSTITUTIONS**

Prior to issuing an award to a new institution or organization, ST ScI requires the submission of the following information:

- A. Articles of Incorporation;
- B. Audited Financial Statement and/or;
- C. Financial Management Questionnaire (provided by ST ScI)
- D. A-133 Audit Report (where applicable). In lieu of the report, a letter from the institution certifying that there were no audit findings and/or material weaknesses relating to the financial management of the institution is acceptable.

**VI. SPECIAL ADDITIONAL REQUIREMENTS**

If a grantee (a) has a history of poor performance, (b) is not financially stable, (c) has a financial management system that does not meet the standards prescribed above, (d) has not conformed to the terms and conditions of a previous award, or (e) is not otherwise responsible, ST ScI may impose additional requirements as needed, provided that such grantee is notified in writing as to: the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the corrective action needed, the time allowed for completing the corrective action, and the method for requesting reconsideration of the additional requirements imposed. The special conditions will be removed once corrective action has been completed.

**VII. ALLOWABILITY, ALLOCABILITY, AND REASONABLENESS OF COSTS FOR ST ScI GRANTS**

The total cost of a ST ScI grant is comprised of the allowable direct and indirect costs of a project.

A. Allowability of Costs

The tests of allowability of costs charged to ST ScI funds are:

1. they must be reasonable;
2. they must be allocable to the ST ScI project;
3. they must be given consistent treatment through the application of generally accepted accounting principles appropriate to the circumstances; and
4. they must conform to any limitations or exclusions set forth in this document or in the Grant Award and Amendment Documents as to allowable costs for ST ScI projects.

B. Reasonable Costs

A cost is considered reasonable if the nature of the goods or services acquired or applied, and the amount involved reflect the action that a prudent person would take under the circumstances prevailing at the time the decision to incur the cost was made. Major considerations involved in the determination of the reasonableness of a cost are:

1. whether or not the cost is of a type generally recognized as necessary for the project;
2. the restraints or requirements imposed by such factors as arm's-length bargaining, Federal and State laws and regulations, and the provisions and conditions of the grant;

3. whether or not the individuals acted with prudence under the circumstances, considering their responsibilities to the institution, its employees, its students, ST ScI, and the public at large; and
4. the extent to which the actions taken with respect to the incurrence of the cost are consistent with established institutional policies and practices applicable to the work of the institution.

C. Allocable Costs

A cost is allocable to a ST ScI grant if the goods or services involved are chargeable or assignable to the grant in accordance with relative benefits received or other equitable relationship. Where the purchase of equipment or other capital item is specifically authorized under a grant, the amount thus authorized for such purchases is assignable to the grant regardless of the use that may subsequently be made of the equipment or other capital items involved.

**VIII. ALLOWABLE COSTS**

Support may be requested for the acquisition, calibration, analysis, and publication of HST data, and related costs. The following costs are allowable:

A. Salary Support

Salary support for project investigators is allowable provided it is reasonable for the services rendered and consistent with the established policies of the institution assuming responsibility for the grant. This requirement applies to employees hired specifically for the project as well as to regular employees of the grantee organization. Salary support is unallowable for Federal employees and employees of ST ScI unless on a leave-without-pay or part-time status.

For faculty members in academic institutions, ST ScI funding may be provided for summer salary support. ST ScI funds may not be used to pay more than a person's full-time salary, or to pay more than an individual's hourly rate. Also an individual may not be reimbursed for consulting or other time in addition to a regular full-time institutional salary covering the same period of employment. Exceptions for released time during the academic year may be permitted under special circumstances and such costs must be fully justified in the proposal budget.

Released time for project investigators working in non-academic institutions is allowable provided the compensation requested is reasonable and consistent with each employee's regular full-time salary or the rate of compensation.

It is assumed that most scientists are affiliated with and apply to ST ScI through an institution which would make substantial support available for project activities (i.e., computer facilities, collaboration with other scientists, students, or

research assistants, etc.). However, an individual Scientist may also apply and will be considered for ST ScI funding. Salary support requested must be reasonable and justified in the proposal budget, and comparable to what that individual last made while affiliated with an institution or would receive if currently employed on a full-time basis rather than working on the HST project.

B. Research Assistance

Reasonable costs for graduate students, post-doctoral associates, science data aides and U.S. visiting scientists to assist in the analysis of HST data are allowable. All such salaries must be in accordance with the standard policies of the institution assuming responsibility for the project.

C. Fringe Benefits

If an institution's usual accounting practices treat contributions to employee "benefits" (social security, retirement, etc.) as direct costs, ST ScI funds may be requested for all applicable fringe benefits. Fringe benefits must be applied consistently for the period for which the rate is in effect, and in accordance with the rate(s) approved by the cognizant federal agency. If unapproved or provisional rates are used, an explanation should be provided including the computational basis for the fringe benefits and corresponding allocation base for each rate.

D. Publication Costs

Reasonable costs for the publication of the results obtained from the analysis of HST data are allowable.

E. Travel

Transportation and subsistence costs for project personnel to obtain, analyze, and disseminate HST data are allowable. Such costs must be in accordance with the written travel policies of the institution assuming responsibility for the project. In lieu of an institutional travel policy, the Federal Travel Regulations may be used for guidance. Please note that all travel costs charged to a grant must be for travel that is directly related to that specific project.

Travel within the United States, its territories, or Canada is considered domestic travel. Any other travel is considered foreign travel. For recipients subject to OMB Circular A-122, written prior approval by ST ScI is required for each foreign trip. For college and university recipients subject to OMB Circular A-21, no specific approval is required for foreign travel with the exception of travel by Hubble Fellows. Prior approval by ST ScI is required for each foreign trip taken by Hubble Fellows.

If required, the written request for travel approval should include the purpose of the trip in relation to the grant, the name of the traveler, destination, dates of

travel and estimated cost to the grant. The estimated costs should include transportation, lodging, subsistence and related costs. Foreign travel for graduate students is discouraged, but is generally allowed for students presenting invited talks. Air travel, domestic or foreign, for personnel and property, must be aboard a U.S. flag carrier, coach or economy class, to the extent such service is "available."

Briefly, service is considered "unavailable" when the traveler, while en route, has to wait six hours or more to transfer to a certified carrier; when a flight on a certified carrier is interrupted by a stop of six hours or longer and no other flight by a certified carrier during that period is available; when the use of a certified carrier would add twelve or more hours to complete a one-way trip; or when travel time on the uncertified carrier is three hours or less and taking a certified carrier would involve twice as much travel time. It should be noted that lower cost does not justify the use of a foreign carrier.

F. Computer Services

The costs of computer time and software for the analysis of HST data are allowable. Details of the services and software which will be used must be fully described and justified. The costs must be in accordance with those charged on other Federally sponsored projects.

G. Equipment

The purchase of permanent equipment (costing \$5,000 or more per unit with a useful life of more than one year) including computer or related hardware will be approved in special circumstances. Detailed justification must be provided in the proposal.

If such equipment is requested, verification must be provided with the budget indicating that the item is not otherwise available to project personnel and/or the cost of renting the equipment (or usage charges) would exceed the purchase price. Unless requested and specifically authorized in the approved budget, prior approval from ST ScI is required for all equipment purchases.

Unless stated to the contrary in the Grant Award or Amendment Documents, title to and responsibility for all equipment purchased with grant funds is vested in the grantee institution, provided that the grantee uses the equipment for the authorized activities of the project and provided that the grantee agrees to transfer title to the equipment to the designee of ST ScI or NASA if the request for such transfer is made within 120 days after receipt and acceptance of a Final Inventory/Equipment Report. The Government shall have a paramount lien, superior to all other claims, upon such equipment until it is transferred or until the 120 day period elapses. Normally, the purchase of equipment will not be approved in grants to unaffiliated individuals or private for-profit organizations. **It is the responsibility of the Grantee Institution to ensure that no equipment is to be transferred to a Non-U.S. Institution or scientist during or after the**

**period of performance.**

A list of all equipment purchased on the grant must be submitted at the end of the grant period along with the final financial report (see Section XX). In cases where no equipment was purchased on the grant, a negative report must be filed.

H. Materials and Supplies

Materials and supplies directly related to the analysis of HST data are allowable provided such costs are not already reimbursed through indirect costs.

I. Ground-based Observations

Funds for preparatory observations are allowable for approved proposals for the acquisition of astrometric data to assure proper target and/or guide star positions for an observer's approved HST program. Ground-based observations which are essential to help clearly interpret HST observations are also allowable.

A description and justification of the planned observations must be submitted to ST ScI for prior approval. The total cost of the ground-based observations must be only a small portion of the overall budget to analyze HST data.

J. Indirect Costs

Please note that Indirect Costs (IDC) includes the terms Facilities and Administrative (F&A), overhead (OH) and General Administrative (G&A) costs.

Indirect costs (IDC) are allowable provided the IDC rate used in the budget is based on a Negotiation Agreement with an agency of the Federal Government. It is the policy of ST ScI to exclude from the IDC base all subcontracts and subgrants in excess of \$25,000. ST ScI will not increase the award to cover additional costs resulting from the negotiation of an indirect cost rate greater than the rate proposed in the budget; however, the negotiation of a lower rate may result in the reduction of the award. In no event will ST ScI provide funds in excess of actual project costs. The current Federal IDC Negotiation Agreement that supports the rates used in the budget should be submitted with the budget to ST ScI.

For institutions without a Federally negotiated IDC rate, ST ScI will normally only allow a charge of 10% of direct costs, less items which would distort this base such as major sub-contracts or equipment purchases, provided that the charge does not exceed \$5,000 and that documentation is maintained to support the amount charged. Alternately, institutions may show such expenses as direct costs to the project provided that documentation is also maintained to verify all costs.

In special circumstances, ST ScI may allow the use of a non-negotiated rate. In those circumstances, the grantee institution must provide an explanation of why

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the rate has not been negotiated, and include the computational basis for the indirect expense pool and corresponding allocation base for each rate. If such rates are used, at the end of the grant period the grantee must provide an audited statement of actual administrative costs for a period covering grant expenditures.

If a provisional rate is used, the grantee institution should provide a copy of the negotiated rate covering the grant period. An unaffiliated grantee should not charge indirect costs since all such costs should be shown as direct costs of the project.

### K. Other Costs

Relocation costs are allowable provided they are in accordance with the policies and practices of the grantee institution.

Any item of cost not mentioned above that is allowable under OMB Circular A-21 for educational institutions or A-122, for Non-Profit Organizations other than universities or colleges, may be considered for inclusion in a grant to the extent allowable in that Circular.

Any item of cost incurred by For-Profit Organizations and those Non-Profit Organizations listed in Attachment C to Circular A-122 is determined in accordance with the provisions of the Federal Acquisition Regulations (FAR).

### L. Determination of Allowability

All decisions on the allowability, allocability, and reasonableness of cost items will be based on the applicable principles of OMB Circular A-21, A-110, or A-122.

The allowability of costs incurred by For-Profit Organizations and those Non-Profit Organizations listed in Attachment C to Circular A-122 is determined in accordance with the provisions of the FAR.

## IX. GRANT PERIOD

The grant period is the period of time within which all grant expenditures must be incurred, all services rendered, and all materials used. Grant periods begin on the first day of a month and end on the last day of a month, although there is no requirement that projects actually begin and end on those exact days.

It is anticipated that the period of time required to analyze HST data normally will be one to two years in length depending on the type and complexity of the project. Key, long-term, and other major projects may require a longer period of time and may range up to three years.

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### A. Pre-Award Costs

Pre-award costs that were incurred for project activities directly related to a specific ST ScI program, and are otherwise allowable under the terms and conditions of the grant, are an allowable expense. However, such costs are incurred at the grantee's own risk and will not impose an obligation on the part of ST ScI or NASA if an award is not subsequently made, or if an award is made for a lesser amount than the grantee anticipated.

### B. No Cost Extensions

If the analysis of the HST data cannot be completed within the authorized grant period, the recipient institution may unilaterally initiate a one-time extension of the ending date for up to 12 months unless one or more of the following conditions apply:

- (i) The grantee is not in compliance with all of the reporting requirements (i.e., there are overdue interim financial or performance reports);
- (ii) The terms and conditions of the award prohibit extension.

For the first unilateral extension, the recipient must notify ST ScI using the Grants Management System (GMS) at least thirty (30) days prior to the grant ending date providing a brief explanation of why the extension is necessary and the new ending date of the grant. A further extension of the grant period will be approved only in exceptional cases and will require prior ST ScI approval. Such requests must be submitted at least thirty (30) days prior to the ending date of the grant.

All expenditures incurred during the grant extension period must be directly related to the objectives of the project as described in the proposal. An extension should not be requested merely to expend unobligated funds.

### C. Supplemental Funding Requests

ST ScI expects that each grantee will make every effort to complete all project activities within the funding provided. However, if unanticipated costs arise in analyzing HST data, a supplemental request may be submitted to ST ScI. If additional analysis beyond that described in the proposal is necessary and requires additional funding, a new proposal should be submitted and will be considered under the competitive peer review process. (Please see the current Call For Proposals for further information and instructions.)

**X. AWARD OF FUNDS**

ST ScI normally awards funds in timed-phased increments. These increments, if applicable, are listed in the special conditions of the grant.

A. General Observer Program

Normally, ST ScI funds for General Observer Programs are awarded only after observational data are obtained for each project, and are contingent upon the availability of funds from NASA. A small amount of funds may be awarded for essential preparatory work required prior to the receipt of observational data. Funding for a multi-year project will be on an annual basis with additional funding for each subsequent grant year awarded after a favorable review of the required annual performance report.

B. Archival Research Programs

The Grant Award documents for Archival Research Projects are issued shortly after the letter from the Director is sent notifying the Principal Investigators of the approved support for their programs and subsequent receipt by ST ScI of a revised budget if applicable.

**XI. BUDGET REVISIONS**

All ST ScI grants are awarded on the basis of a Proposal containing a detailed financial plan (budget) for the expenditure of awarded funds. Grantees must obtain prior written approval from the ST ScI Grants Administration Office whenever the budget revisions:

- A. will result in changes to the scope or the objectives of the project;
- B. will result in items being added to the budget which require prior approval from ST ScI such as equipment purchases exceeding \$5,000, etc. that were not specifically authorized in the Grant Award or Amendment Documents;
- C. will result in transferring to a third party (by subgranting, contracting, or other means) substantive project activities;
- D. will involve the transfer of funds between direct cost categories, or the transfer of funds between direct and indirect cost categories when the cumulative amount of such transfers is expected to exceed \$25,000 or twenty-five percent of the total project budget as last approved by ST ScI, whichever is less.

All other budget changes do not require ST ScI approval. When requesting approval for budget revisions, grantees are asked to use the proposal budget format (Form GF-99-1, pages 1 through 3), in the GMS.

## **XII. PERSONNEL CHANGES**

### **A. Project Personnel Changes**

1. Prior ST ScI approval must be obtained when a permanent change in the Scientific Principal Investigator (PI) is anticipated, or for a significant change in the Scientific Principal Investigator's level of effort in project activities. ST ScI must also be informed of changes in Co-Investigators and other Senior Project personnel.
2. To change the scientific PI or to add a Co-I to the Program, a request should be sent to the ST ScI Head of the Science Policies Division with a copy to the Grants Administration Office and the Program Coordinator (PC) assigned to the Program.

### **B. An Authorizing Official change at the Grantee Institution must be formally reported to ST ScI in writing on the Institution's letterhead and mailed to the following address:**

Grants Administration Office  
Space Telescope Science Institute  
3700 San Martin Drive  
Baltimore, MD 21218

## **XIII. PERFORMANCE REPORTING REQUIREMENTS**

An annual performance report is required for all multi-year ST ScI grants. The annual report must be submitted thirty (30) days after the end of each twelve-month period.

A final performance report is required for all ST ScI grants within ninety (90) days of the end of the grant period. Both the annual and final reports must be submitted electronically to the ST ScI Grants Administration Office using the web-based Grants Management System (GMS) or may be e-mailed to gms\_mail@stsci.edu. One copy of each publication resulting from HST observations should be submitted to the ST ScI Librarian. In addition, one copy of any papers published after the submission of the final performance report should be submitted to the Library.

Please note that the principal investigator may submit an annual performance report for all the co-investigators on the program as long as the performance of each investigator is discussed in the report. However, each investigator on the program receiving grant funds must submit the final performance report stating their contributions to the project.

## **XIV. FINANCIAL REPORTING REQUIREMENTS**

Interim financial reports are required for all ST ScI grantees. The reports are required quarterly using the ST ScI electronic Grants Management System (GMS). A report must be submitted within thirty (30) days of the end of each quarterly period. The beginning month for each period is January, April, July and October, respectively. Financial reports

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must be submitted monthly when cumulative total dollar value of active ST ScI grants equals or exceeds \$100,000.

By accepting ST ScI funding, the grantee specifically agrees to submit all required reports in a timely manner. Even if no expenditures are incurred, a report for zero expenditures must be submitted quarterly.

If an institution has multiple grants with ST ScI, one interim financial report (in spreadsheet form) listing all ST ScI grants may be submitted monthly in lieu of the quarterly report required for each grant. The spreadsheet must provide the same information for each grant as required on form GF-99-6. However, all final financial reports must be submitted individually.

A final financial report on form GF-99-6 must be submitted within ninety (90) days of the end of the grant period. Please see Section XX for the list of other required final reports.

Electronic submission of the GF-99-6 financial report is available through the ST ScI electronic Grants Management System (GMS) at <http://gms.stsci.edu>. If information is needed, please contact [gms\\_mail@stsci.edu](mailto:gms_mail@stsci.edu).

## **XV. PAYMENT PROCEDURES**

Funds are paid upon the electronic submission of ST ScI form GF-99-6 available through the GMS. Funds may be requested as needed by electronically submitting a Quarterly or Monthly Financial Report. Grantees on a quarterly reporting schedule may request a payment outside of the normal quarterly schedule by submitting a Payment Request only.

Please note that ST ScI grant payments are not sent outside the United States (U.S.). Therefore, a U.S. institution located in a foreign country must establish a bank account with a U.S. financial institution to which all grant payments will be sent.

Funds may be advanced for anticipated expenditures of ST ScI project costs. Advanced payments for up to a ninety (90) day period may be requested for active grants totaling less than \$100,000, and for a thirty (30) day period for grants exceeding \$100,000. Advanced funding requests must be based on reasonable estimates of future cash needs to minimize the time between the payment of funds and the expenditure of those funds. The incremental funding policy of ST ScI limits the use and payment of funds prior to the scheduled release date. However, the early release of funds may be approved on a case-by-case basis.

Advanced payments of GO/AR grant funds must be maintained in an interest bearing account. Interest up to \$250 per year per grant may be retained by the grantee for administrative expenses. Interest in excess of \$250 per year must be remitted annually to ST ScI. The Grantee may not reduce the amount of payment requested by the amount of interest earned. In addition, please note that the ST ScI Grants Management System (GMS) may be utilized for the electronic reporting of interest in excess of \$250 per year.

## **XVI. PROPRIETARY RIGHTS TO DATA**

General Observers (GOs) have exclusive access to their scientific data during a proprietary period. Normally this period is the 12 months following the date on which the data are made available to the investigator in a form suitable for scientific analysis. This policy also applies to data obtained during the Director's Discretionary time that is assigned to individual scientists. At the end of the proprietary period, data are placed in the HST archive where they are available for analysis by any interested Scientist.

Proprietary periods longer than 12 months may occasionally be appropriate for Long-Term programs if there is a need to have most or all of the data available before significant scientific results can be obtained. Other special circumstances requiring extensions of the proprietary periods may also arise for GO programs of any scope. NASA policy permits the ST ScI Director to lengthen the proprietary period by up to an additional 12 months, in cases where the Director concludes that an extension is justified. Such requests are subject to the Telescope Allocation Committee (TAC) review. Data-rights extensions beyond a total of two years are possible only when approved individually by the Space Telescope Institute Council upon the recommendation of TAC and the ST ScI Director.

GOs who wish to request a proprietary period shorter than one year, or to waive their proprietary rights, are welcome to specify this to ST ScI. Because of the potential benefit to the community at large, particularly in the case of large projects, GOs are asked to give this possibility serious consideration whenever they feel that such waivers would not be harmful to their programs.

GOs should be aware of the great public information potential of HST data. Cases may arise in which it would be appropriate to release HST data, for public-affairs purposes only, during the proprietary period. In such cases, it is hoped that GOs will cooperate with the ST ScI Office of Public Outreach in meeting the public's right to information. In no case, however, will proprietary HST data be released for such purposes without concurrence of the Principal Investigator. All PIs whose data are released for public-affairs purposes will receive full acknowledgment.

The principal investigator will endeavor in good faith to inform NASA and ST ScI of any planned press release at the earliest practical time and shall consider seriously and in good faith any comments made by NASA and ST ScI prior to the press release.

Except for images and animations produced under this Grant for which copyright shall not be asserted and except if otherwise provided in the terms and conditions of the Grant Award document, the author or recipient grantee is free to assert its copyright in any books, publications, or other copyrightable materials developed as a result of the analysis of HST data. The recipient grants to the ST ScI and the Federal Government, a royalty-free, nonexclusive and irrevocable license to use, reproduce, distribute (including distribution by transmission) to the public, perform publicly, prepare derivative works, and display publicly, data in whole or in part and in any manner for ST ScI and Federal purposes and to have or permit others to do so for ST ScI and Federal purposes only. ST ScI and Federal purposes include competitive procurement but do not include the right to

have or permit others to use data for commercial purposes. In order that the Federal Government may exercise its license rights in data, the ST ScI and the Federal Government, upon request to the recipient, shall have the right to review and/or obtain delivery of data resulting from the performance of work under this grant, and authorize others to receive data to use for ST ScI and Federal purposes. In addition, the following sentence shall be placed on any images or animations before distribution with the appropriate acknowledgement filled in: “No copyright is claimed in this work and is considered in the public domain. However, any use of this work should acknowledge \_\_\_\_\_ as its creator(s) and NASA’s support under the Hubble Space Telescope Project.”

In addition as a courtesy, any release of a NASA photograph or illustration should list NASA first on the credit line followed by the name of the Principal Investigator’s institution. An example follows:

“Photograph <or illustration, figure, etc.> courtesy of NASA <or NASA Center managing the mission or program> and the name of the Principal Investigator’s institution.”

## **XVII. FEDERAL LAWS AND REGULATIONS APPLICABLE TO ST SCI GRANTEES**

By accepting a ST ScI grant, the grantee certifies that it is in compliance with and will continue to act in accordance with the national policies against discrimination:

- A. on the basis of race, color, or national origin, as set forth in Title VI of the Civil Rights Act of 1964 Public Law 88-352; 42 U.S.C. 2000-d) and the NASA implementing regulations, (14 C.F.R. Part 1250); and
- B. on the basis of sex, as set forth in Title IX of the Education Amendments Act of 1972 as amended (20 U.S.C. 1680 et seq.; and 1681);
- C. on the basis of handicap, as set forth in Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the NASA implementing regulations, (14 C.F.R. Part 1251); and
- D. on the basis of age, as set forth in the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq., and the NASA implementing regulations (14 CFR part 1256).

In addition, the grantee is subject to all decisions on the allowability, allocability and reasonableness of cost items in accordance with the provisions of OMB Circular A-110 and the applicable Cost Principles A-21, A-122, and FAR 31.2.

**XVIII. TRANSFER PROCEDURES**

Circumstances may arise in which the Principal Investigator wishes to transfer a grant from one institution to another. Prior approval must be obtained from ST ScI and the following information must be provided to the Grants Administration Office:

- A. The Principal Investigator (PI) must notify the current grantee institution of his/her pending transfer. For each ST ScI grant, the current grantee institution must submit a Grant Transfer Request using the ST ScI electronic Grants Management System (GMS). After submission of the transfer request, a Final Financial, Final Equipment and New Technology Report should be submitted also using the GMS (see Final Reports). Please note that negative reports are required. If an annual Performance Report is due within a few months of the grant transfer, the submission of a Performance Report will also be required.
- B. The balance of unexpended funds from the PI's former institution will be the amount available for transfer to the new institution. No adjustment will be made as a result of a higher Indirect Cost Rate at the new institution. After notification from the PI of the pending transfer, the new institution should then submit a budget including a narrative to ST ScI using the GMS.
- C. If ST ScI authorized the purchase of equipment, one of the following provisions will apply:
  - 1. If ST ScI paid for the entire cost of the equipment, the PI may transfer the equipment provided the new institution has indicated its willingness to accept title to such equipment. With the exception of for-profit institutions, title will be vested in the new grantee for the remainder of the period.
    - a. If ALL of the equipment purchased on the grant is being transferred to the new institution, it should be stated in the transfer request that all equipment listed on the equipment report is being transferred.

However, if only some of the equipment is being transferred, a Special Request should be submitted using the GMS listing the manufacturer's name, model number and actual price of the equipment being transferred.
    - b. The new institution should indicate in the budget narrative their willingness to accept title to the equipment.
  - 2. If the current grantee paid for a portion of the equipment, it is the responsibility of the PI to secure agreement to the transfer of the equipment and make any compensatory arrangements as are necessary. ST ScI funds may not be used to reimburse the current grantee for funds used to purchase the equipment.

Upon receipt and approval of the above information, ST ScI will close-out the current grant and award the balance of grant funds to the new institution.

**XIX. SUSPENSION AND TERMINATION OF ST SCI GRANTS**

The "termination" of a grant means the cancellation of ST ScI sponsorship, in whole or in part, at any time prior to the date of completion. The "suspension" of a grant is an action by ST ScI that temporarily suspends sponsorship pending corrective action by the recipient or pending a decision to terminate the grant by ST ScI.

A. Termination for Convenience

ST ScI may terminate a grant in whole or in part at its discretion or when it determines, after consultation with the grantee, that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The termination conditions, including the effective date, and, in the case of a partial termination the portion to be terminated, shall be by mutual agreement to the extent possible. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ST ScI will allow full credit to the grantee for non-cancelable obligations properly incurred prior to the termination.

B. Termination for Cause

When a grant recipient fails to comply with the terms and conditions of a grant, ST ScI may on reasonable notice to the grantee, suspend the grant in whole or in part and withhold further payments or prohibit the grantee from incurring additional obligations of funds pending corrective action by the grantee or a final decision by ST ScI to terminate the grant. ST ScI will allow necessary and proper costs that the grantee could not reasonably avoid during the period of suspension provided the costs are in accordance with the terms and conditions of the Grant Award or Amendment Documents and these General Grant Provisions.

ST ScI reserves the right to recover grant funds that were unexpended or were spent out of compliance with the terms and conditions of a grant. The retention of payments by the grantee or recovery by ST ScI under a grant terminated for cause shall be determined in accordance with legal rights and liabilities of the parties.

The grantee may terminate a grant by sending written notification to ST ScI setting forth the reasons for such termination, the effective date, and, in case of partial termination, the portion to be terminated. However, if ST ScI determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made, it may terminate the grant in its entirety under either paragraph A or B.

**XX. GRANT CLOSE-OUT AND RETENTION OF RECORDS**

Grantee shall submit, within ninety (90) days of the end of the grant period, a final financial report, a final performance report, a final inventory/equipment report and a final new technology report to the Grants Administration Office via the electronic Grants Management System (GMS). Negative reports are required. ST ScI staff will review all reports and the grantee will be notified of their acceptance or if additional information is required. A refund check for any balance of advanced unexpended funds must be returned with the final financial report.

Financial records pertinent to a grant must be retained by the grantee for a period of at least three years from the date of submission of the final financial report with the following exceptions:

- A. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records are resolved;
- B. If the purchase of non-expendable equipment is approved and title to the equipment is vested in the grantee, records for such items shall be retained for three years after its final disposition. Please note that equipment purchased with grant funds must not be transferred to a non-U.S. Scientist.
- C. The grantee may substitute microfilm copies in lieu of original records.
- D. Later disallowance and adjustments

The closeout of a grant does not affect:

- 1. ST ScI's right to disallow costs and recover funds on the basis of a later audit or other review;
- 2. The grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions.

**XXI. ACCESS TO RECORDS**

The Director of the Space Telescope Science Institute, the Administrator of the National Aeronautics and Space Administration, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the grantee to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to a grantee's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.

**XXII. PUBLICATIONS**

All publications based on HST observations must carry the following footnote:

"Based on observations with the NASA/ESA Hubble Space Telescope obtained at the Space Telescope Science Institute, which is operated by the Association of Universities for Research in Astronomy, Incorporated, under NASA contract NAS5-26555."

Publications of research supported by an ST ScI grant must carry the following additional acknowledgment:

"Support for Program number \_\_\_\_\_ was provided by NASA through a grant from the Space Telescope Science Institute, which is operated by the Association of Universities for Research in Astronomy, Incorporated, under NASA contract NAS5-26555."

One copy of each paper resulting from HST observations must be sent to the ST ScI Librarian.

**XXIII. CLEAN AIR - WATER POLLUTION CONTROL ACTS**

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

- A. stipulates that any facility to be utilized thereunder is not listed on the EPA "List of Violating Facilities" as of the date of acceptance;
- B. agrees to comply with all requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857 et seq. as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq. as amended by Public Law 92-500) relating to inspection, monitoring, entry, reports and information and all other requirements specified in the aforementioned Sections, as well as all regulations and guidelines issued thereunder after award of and applicable to the grant; and
- C. agrees to include the criteria and requirements of this clause in every subgrant or subcontract hereunder in excess of \$100,000 and to take such action as ST ScI may direct to enforce such criteria and requirements.

#### **XXIV. GRANTEE RESPONSIBILITY**

The grantee is considered an independent researcher and not an employee of the Institute. The grantee is responsible for all actions taken or not taken in the performance of the activity under a grant funded by ST ScI, including actions taken at the Institute, and ST ScI expressly disclaims any responsibility to any third party therefor. Further, to the extent allowable by State law, the Grantee agrees to hold ST ScI harmless from, and to accept all responsibility for, any harm suffered by anyone arising out of actions of the grantee or its employees, agents and representatives while visiting ST ScI.

The grantee institution shall provide and maintain during the term of any awarded grant appropriate insurance, including but not limited to Workers Compensation, Automobile Liability, and Comprehensive General Liability, on its behalf and on behalf of its employees, agents, and representatives. Evidence of such insurance shall be provided to ST ScI upon request.

The grantee institution shall provide a current A-133 Audit Report annually where applicable. In lieu of the report, the grantee institution may provide a letter certifying that there were no audit findings and/or material weaknesses to the financial management of the institution and/or any ST ScI grants (if applicable).

#### **XXV. PATENT RIGHTS**

The disposition of rights to inventions made in the performance of work under this grant will be made in accordance with the provisions of 37 CFR 401.3(a) and NASA's implementing regulations. The provisions (clause), entitled "Patent Rights" is set forth in Section 1260.28 in the NASA Grant and Cooperative Agreement Handbook, and is hereby made applicable to this grant. The grantee shall include an appropriate patent rights provision in accordance with paragraph (g)(1) in all subcontracts. All disclosures of Subject Inventions, election of rights, utilization reports, and other reports and information required by the aforementioned "Patent Rights" clause shall be submitted to the Grants Administration Office.

The development of new technology resulting from HST research should be submitted to ST ScI via [gms\\_mail@stsci.edu](mailto:gms_mail@stsci.edu) by the investigator or responsible office using NASA form 1679 which is available under Other Grant Forms on the Grants Administration web site: <http://www.stsci.edu/institute/brc/ga> ST ScI will submit the form to NASA.

#### **XXVI. COMPLIANCE WITH CONDITIONS AND PROVISIONS OF THE GRANT**

By submitting a proposal and accepting a grant funded by ST ScI, the grantee agrees to comply with each of the General Grant Provisions insofar as applicable and any other terms and conditions identified in the grant award document.

#### **XXVII. ENFORCEMENT**

The Enforcement remedies for non-compliance set forth in OMB Circular A-110 are included by reference in this document.