

# **GRANTS MANUAL**

Guide for Principal Investigators And Program Directors

**Sponsored Programs** 

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# **PREFACE**

Sponsored Programs (SP) office supports opportunities for faculty and staff to enhance intellectual and professional development respecting the diversity of all whom it serves. We assist faculty and administration in the development of proposals for research, academic support for internal and external funding, and with the administration of public/ private grants and sponsored project agreements including compliance requirements.

Saginaw Valley State University has experienced increased external funding of faculty activities which reflects the University's dynamic growth and development as an educational institution. The *Grants Manual* is designed to assist faculty and administrators in obtaining funding and administering sponsored projects. It also serves as a guide to the policies and procedures that govern interactions with external funding organizations. It is *not* intended as a comprehensive source of information. Rather, the purpose is to provide general guidance for all phases of sponsored projects, i.e., searching for funding sources, proposal submission, negotiation of award documents, award administration, and award close-out.

The *Grants Manual* has been prepared to accommodate inevitable changes in the sponsored projects environment. It is our intent to update the Manual as needed usually every two years. The latest edition is dated July 1, 2023. As you use it, we'd appreciate any comments or suggestions to make the *Grants Manual* as useful as possible.

Donna Patterson

Director

Sponsored Programs

Donna M. Petterson

# SECTION I — INTRODUCTION

#### **OVERVIEW**

To facilitate the acquisition and management of sponsored projects, Sponsored Programs (SP) works closely with faculty, department administrators, as well as other University administrative offices. It is also the prime contact point for sponsors and subcontractors on the business issues involved with sponsored projects. This Manual describes the procedures that SP, faculty, and administrative staff are to follow in carrying out sponsored projects at SVSU. In the event of an audit, the policies described will provide the basis for an auditor's determination pertaining to University practices.

External support is anything of economic value provided by a third party (either the "sponsor" in the case of sponsored projects or the "donor" in the case of gifts) for use in a project conducted by or at the University. Correct classification of external support and use of appropriate procedures is intended to assure the University's ability to:

- (i) comply with requirements specified by the sponsor or donor;
- (ii) satisfy reporting requirements;
- (iii) properly recover its costs, both direct and indirect;
- (iv) monitor the nature and extent of research activity; and
- (v) assure compliance with applicable laws, regulations, and University policies.

#### SPONSORED PROJECTS

While much of SP administrative responsibilities relates to research at SVSU, it is involved with *all* sponsored projects, including research, training, workshops, curriculum development, scholarly work, public services, fellowships, art exhibitions, contractual agreements, and equipment awards.

Sponsors of these activities include the federal government, state and local governments, foundations, international organizations, research institutes, and corporations. These organizations fund sponsored projects through a variety of mechanisms such as contracts, grants, letter agreements, purchase orders, cooperative agreements, and a variety of awards that fall under the heading of subcontracts.

SP does not involve itself with gifts or other unrestricted funds that fall within the purview of the SVSU Foundation. The following definition of a sponsored project is pertinent to clarifying the distinction between the types of funding handled by SP and the SVSU Foundation.

Sponsored projects are research, training, or instructional projects involving funds, materials, other forms of compensation, or exchanges of in-kind efforts from sources external to SVSU under awards or agreements which contain *any one of the following criteria:* 

- The award or agreement binds the University to a scope of work that is specified to a
  substantial level of detail. This would, for example, include funding that is dedicated to an
  investigator's research project, a grant to a department under which seed money for
  projects would be distributed, and the training of students on specific projects. It would not
  include SVSU funding that provides general research support to a department or individual.
- A line-item budget is involved. A line-item budget details expenses by activity, function, or
  project period. The designation of indirect or administrative costs qualifies a budget as "line
  item." Financial reports are required and/or the expenses are subject to audit.
- The sponsor defines a period of performance during which funds may be used and/or unused funds must be returned to the sponsor.
- The award or agreement provides for the disposition of either tangible or intangible properties which may result from the project. Tangible properties include equipment, records, formal activity reports, theses or dissertations. Intangible properties include rights in data, copyrights, or inventions, or research-related materials.
- The specific project involves any of the following: human subjects, vertebrate animals, radioactive materials, recombinant DNA, human body substances, infectious agents, or third-

party proprietary materials.

- The external support is subject to any of the following conditions:
  - o Delivery of specific goods, services, or other deliverables by the University
  - o Performance milestones
  - Transfer of intellectual property, ownership, or related rights
  - o Insurance, indemnification, or warranty
  - Restrictions on publication of research results
  - Audit requirements
- The provider of the external support may withhold or seek a refund of the support if the project fails to meet performance requirements or project objectives, including certain research outcomes.
- External support is provided for research-related patient care services, or the routine cost of care delivered as part of research studies.
- External support is provided by a sponsor for the testing or assessment of the sponsor's products or services.

**Gifts:** For purposes of these guidelines, a gift is the voluntary provision of external support by a donor to the University, without any requirement for receipt of any economic or other tangible benefit in return. Gifts shall normally meet the following criteria:

- The external support does not meet the criteria for a sponsored project.
- The external support is irrevocable, providing the gift is used in accordance with any valid restrictions accepted by the University.
- No goods, services or deliverables are offered or exchanged in consideration of receipt of the external support.
- The donor provides support to the University without expectation of direct economic benefit
  or other tangible benefit. Indirect benefits such as tax advantages or business or personal
  goodwill derived from close association with the University and the miscellaneous benefits
  derived from donor status do not negate gift intent.
- Financial reporting or accounting for use of external support is not required, although it shall be acceptable for the donor to request information from the University about utilization and/or impact of the external support, including expenditures and fund balances.
- Contributions to endowments and nongovernmental contributions for capital projects would normally be classified as gifts.

The standards described in these guidelines are applicable to all external support provided to the University. Final determination of all questions arising under these guidelines relating to the classification and processing of external support shall be made by the Provost or the Executive Vice President for Administration and Business Affairs.

#### PRINCIPAL INVESTIGATORS

The Principal Investigator (PI) holds many responsibilities related to sponsored projects, the core of which is conducting or coordinating the work for which external funding has been received. The PI also has administrative responsibilities such as assuring that expenditures are made for the intended purpose of the project and in accordance with sponsor requirements and University policy and procedures. Other PI responsibilities include writing proposals for funding and complying with the technical requirements of awards. The latter involves submitting periodic and final narrative reports on the progress of the project on a timely basis, and overseeing others who may contribute to the project, including University employees, consultants, and subcontractors.

Since sponsored projects are legal agreements between a sponsor and SVSU, for the University to fulfill its responsibilities under sponsored agreements, it is necessary for the PI to be appointed as a full-time faculty member or administrator. If a part-time faculty member is appointed as PI, he/she must have a sponsoring, full-time faculty member who will oversee and be responsible for the project.

# Responsibilities of the PI or Project Director - See Appendix for descriptive list

- 1. Implement project activities in accordance with grant proposal and subsequent revisions.
- 2. Hire and/or contract with project personnel. See Human Resources Policies <a href="https://www.svsu.edu/hr/">https://www.svsu.edu/hr/</a> for processes from recruitment procedures to exit interviews.
- 3. Review allowability of expenses per program guidelines, agency guidelines, and SVSU guidelines.
- 4. Monitor grant accounts by accessing Cardinal Direct Budget
- 5. With project evaluator, collect data during implementation based on goals and objectives.
- 6. Evaluate outcomes of project based on proposal plan.
- 7. Communicate with granting agency concerning questions and updates; inform Sponsored Programs and Controller's Office of required reporting dates.
- 8. Submit/approve Supplemental Pay Authorization forms (if applicable).
- 9. Record in-kind hours (if applicable). Monitor in-kind contributions of other grant participants.

# **Attend Post-Award Meetings**

These meetings are to ensure the efficient and ethical management of the newly awarded sponsored program. Along with accomplishing this project's scope of work, success will also depend on the effective management of budgets, personnel, and reports. The Sponsored Programs office is vested in this project's success and understands how it aligns with the University goals and Sponsor's requirements. Clarifying responsibilities and noting report deadlines ensures a successful project.

In the meetings, we'll review the scope of work progress made to date; review proposed outcomes; review budget summary and discuss flexibility allowed; cost transfers; review timelines; address applicable regulations (i.e. OMB Circulars, SVSU Operations Manual, IRB/IACUC status); review resources available to ensure your success. We'll note the reports required by the sponsor; reports required by SVSU (i.e. in-kind logs/reporting); due dates; review final report requirements noting sustainability if required. We'll review project ethics and schedule the next quarterly meeting.

## SPONSORED PROJECT SUPPORT

To assist SVSU faculty and staff in the identification and administration of sponsored research support, SP works with many other University offices to provide timely and effective service. The general responsibility for administering sponsored projects is distributed as follows:

#### **Sponsored Programs**

The SP staff assists faculty and administrators in researching and finding external funding sources for their projects, securing application materials, and analyzing proposal guidelines. SP also assists in project, proposal, and budget development, and can provide institutional narrative, secure institutional approvals, and produce and package proposals for submission to sponsors. Upon receiving an award, SP has the responsibility to negotiate the terms and conditions of funding awards. SP will review various administrative reports required, interacts with sponsors in post-award administration, and provides post-award publicity.

# **Controller's Office**

The Controller's office establishes project accounts and summarizes all accounting and fiscal matters relating to sponsored projects among SVSU administrative offices, SP, and Principal Investigators. The Controller's office is responsible for submitting all financial reports required by the sponsoring agency. This office also coordinates all audits performed by the University's independent auditors, federal agencies, and other sponsoring agencies, as well as prepares and negotiates the Federal Facilities & Administrative Cost rate (indirect cost rate) and fringe benefit rate.

# **Department Secretaries or Project Assistants**

Department secretaries and/or project assistants assist faculty in the process of administrating proposals. They are the prime focus of responsibility for day-to-day administrative support for sponsored projects including properly charging expenses to sponsored project accounts, purchasing supplies and materials, and coordinating personnel matters to ensure that faculty, staff, and students' efforts are properly recorded and allocated to sponsored project accounts.

SP provides administrative support for these administrative offices and University committees in the following ways:

**Institutional Review Board (IRB).** This committee, composed of faculty members from various departments, as well as community members, are responsible for reviewing and approving protocols submitted by faculty and staff who intend to use humans as subjects in their research. All materials are submitted to the SVSU IRB through <a href="https://www.irbnet.org">www.irbnet.org</a>. The IRB meets monthly, or as needed, to review proposals. Project applications must be submitted at least two weeks prior to the scheduled monthly meeting. The IRB meeting calendar, instructions for registering with the IRBNet site, and submitting materials, can be found on SP's website at <a href="https://www.svsu.edu/sponsoredprograms">https://www.svsu.edu/sponsoredprograms</a> and clicking on **Institutional Review Board** on the left toolbar.

**Institutional Animal Care and Use Committee (IACUC).** This committee, composed of faculty members from various departments, as well as a veterinarian and a non-affiliated member, are responsible for reviewing and approving protocols submitted by faculty and students who intend to use animals as subjects in their classes and/or research. All materials must be submitted to the SVSU IACUC through <a href="https://www.irbnet.org">www.irbnet.org</a>. The SVSU IACUC meets monthly or as needed. Project applications must be submitted at least two weeks prior to the scheduled meeting.

**SVSU Foundation.** When appropriate, SP works with the SVSU Foundation in finding sources of funding for activities of interest to members of faculty and the University community. While the two offices have clearly defined areas of responsibility, it is recognized that there are many situations that require the expertise both offices can provide. Members of SP and the Foundation office will consult jointly with faculty on finding appropriate sources of funding and review proposals collaboratively when needed. SP also works in conjunction with SVSU Foundation by assisting faculty in the submission of applications for the SVSU Foundation Resource Grant and Community Engagement Grant. A description of these grant opportunities can be found on the SP website - **Internal Grants**.

# SECTION II — PRE-AWARD ACTIVITIES

#### **FUNDING SOURCES**

Federal, state, and foundation grants are the most common sources of external funds for sponsored projects. Sponsored Programs (SP) distributes regular emails to interested faculty and staff to inform them of upcoming funding opportunities. External funding website links are also provided on the SP website to assist with identifying potential funding sources. SP staff meet one-on-one with faculty and staff to help identify the best potential funding sources for each project.

#### EXTERNAL FUNDING SOURCES

Sources of external funding include Federal grants, state grants, and foundation grants.

- **Federal Grants.** Federal grants are announced in the Federal Register, a search page for locating funding opportunities <a href="https://www.federalregister.gov/">https://www.federalregister.gov/</a> and <a href="https://www.grants.gov">www.grants.gov</a>
- **State Grants.** State grants are generally announced by the various state agencies through official publications and electronic bulletin boards <a href="http://www.michigan.gov">http://www.michigan.gov</a>.
- **Foundation Grants.** Foundations do not issue Request for Proposals (RFPs), but many published annual reports highlight priorities and available resources. Start by contacting SP for assistance with your search.

<u>Note</u>: For many foundations in the local area, coordination is required with the SVSU Foundation office. Contact: foundation@svsu.edu

To assist SVSU employees in locating funding sources, SP purchases database services from FoundationSearch, InfoEd, and Grant Resource Center.

**FoundationSearch** provides access to 120,000+ foundations and corporate donors, 3 million recent grants and more than half a million key decision makers. Contact Melissa Woodward, Grants Coordinator with your request to conduct a search.

**InfoEd - Information Network (SPIN)** is a robust grants database. It is accessible from any campus computer and provides detailed information on funding opportunities offered by more than 10,000 federal and non-federal sponsoring agencies. A variety of qualifiers allow users to filter retrieved data by keywords or phrases, project category, geographic limitations and applicant type. Alternately, users can click the "Funding Guides" tab and read the latest requests for proposal (RFPs) released by the federal government in the Federal Register or browse the current contracting opportunities published in the Federal Business Opportunities (FedBizOpps) digest.

To use SPIN, point your web browser to <a href="http://www.infoedglobal.com">http://www.infoedglobal.com</a> and then click on "SPIN" at the top of the webpage. Enter appropriate keywords in the "Search" box. **Anyone with an svsu.edu email address is automatically able to use this resource.** 

InfoEd - Spin Matching and Researcher Transmittal Systems (SMARTS) - is InfoEd Global's proprietary funding opportunity alerts service. Leveraging data in our SPIN funding opportunities database, users can configure automation for any SPIN saved search to generate daily or weekly email notices of newly added or modified opportunities that meet the criteria of the saved search. SMARTS works hand-in-hand with SPIN. Simply configure a search in SPIN, save the search, and setup the automation you prefer. Automation options include whether to receive update notices daily or weekly and whether you want to receive plain text or html-styled email messages. **Note:** You must create an account and be logged in to save searches – anonymous users cannot save searches and therefore cannot configure SMARTS automation.

**Grant Resource Center (GRC)** <a href="http://www.aascu.org/grc/">http://www.aascu.org/grc/</a> is a part of the American Association of State Colleges and Universities (AASCU). For a yearly membership fee, the Center provides a list of current funding opportunities by discipline, training at workshops or webinars, bi-annual external funding

conferences, online resource library, and GRC staff expertise. The GRC Bulletin and the Grant Week newsletter are available in weekly emails, containing grant opportunities and announcements. Under "Funding Resources" select "GrantSearch" and conduct your own keyword search. Log-in information: username - svsu; password – information.

#### **Agency Websites**

The following list of agency websites is provided to assist you in locating possible funding sources; this list is not exhaustive.

- Council for International Exchange of Scholars (Fulbright Scholar Program): <a href="http://www.cies.org/">http://www.cies.org/</a>
- Michigan Campus Compact (community service grants): <a href="http://www.micampuscompact.org/">http://www.micampuscompact.org/</a>
- National Endowment for the Arts (NEA): <a href="http://www.arts.gov/">http://www.arts.gov/</a>
- National Endowment for the Humanities (NEH): <a href="http://www.neh.gov">http://www.neh.gov</a>
- National Institutes of Health (NIH): <a href="http://grants.nih.gov">http://grants.nih.gov</a>
- National Science Foundation (NSF): <a href="http://www.nsf.gov">http://www.nsf.gov</a>
- U.S. Department of Education: http://www.ed.gov
- Health Resources and Service Administration (HRSA): http://www.hrsa.gov

#### INTERNAL FUNDING SOURCES

SVSU Offers several internal funding opportunities to support research, education and creative endeavors of our faculty and staff. Please visit <a href="http://www.svsu.edu/sponsoredprograms">http://www.svsu.edu/sponsoredprograms</a> and click on internal grants on the left toolbar to begin the application process. The specific focus and priorities of each of the following opportunities is listed below.

Allen Foundation Student/Faculty Research Grant

CAI - Department Innovation Awards

CAI - Dow Professor Award

CAI - Open Education Resources

College of Education Research Award

Community Engagement Grant

Dow Visiting Scholars & Artist Program

Frahm Agricultural Grant

Ruth and Ted Braun Fellowship Program

Sabbatical Application

Saginaw Bay Environmental Science Institute

Special Collections/Facilities Research Grant

SVSU Faculty Research Grant

SVSU Family Business Research Grant

SVSU Foundation Grant

SVSU Professional Growth Grant

All applications utilize InfoReady, a third-party provider, to submit applications. The link can be found on Sponsored Programs website.

# Allen Foundation Student/Faculty Research Grant

Due March 15 yearly or next business day. The purpose of the grant is to support student/faculty research that addresses various health and nutritional issues facing the region. Project dates will begin that May 1st and complete April 30th. This is a two-year grant.

#### **CAI Department Innovation Awards**

Due March 15 yearly or next business day. The purpose of the award is to support innovative department projects that will improve teaching or other department practices related to student learning and success. The project should be tied to an area of need identified in a recent 5-year review, accreditation report, or annual departmental planning report.

#### **CAI - Dow Professor Award**

Due March 15 yearly or next business day. Funding supports academic and pedagogical innovation projects that enhance student learning. Proposals are accepted from all tenure-track faculty or teams of faculty. Faculty who apply for this grant will be notified of approval status in April.

#### **CAI – Open Education Resources**

Due April 15<sup>th</sup> or next business day. The purpose of the award is to help faculty create course materials using Open Education Resources to minimize the cost of textbooks for students in developmental and general education courses. Supported by Title III funding.

## **College of Education Research Award**

Due March 15 yearly or next business day. The purpose is to provide SEED MONEY designated to support research and stimulate the submission of proposals to other agencies for external funding. Proposals are accepted from full-time faculty members on continuing appointment in the COE.

# **Community Engagement Grants**

Due October 15 yearly or next business day. To bolster the university's already high level of community engagement and regional impact, the SVSU Foundation has established a specialized grant program to encourage students, faculty, and staff to form partnerships with community organizations and develop projects that will directly benefit the people of our region.

## **Dow Visiting Scholar & Artist Program**

Due March 15 and October 31 yearly or next business day. The grant brings visiting scholars or artists to the campus for periods ranging from a few days to a few weeks in order to expand and enrich SVSU's curricular offerings for students and cultural offerings for people of the surrounding community. The awards are reserved for visiting scholars or artists nominated by tenured or tenure-track faculty, deans or academic departments. Proposals will be evaluated by the Dow Visiting Scholars & Artists Selection Committee, which is interdisciplinary and representative of SVSU's five colleges. Although members of the committee are academic professionals, they may not be familiar with specific technical aspects of a proposed scholar's research area; proposals should be written in a clear, concise manner for the educated non-specialist and should avoid jargon. Proposals recommended for funding will then be forwarded to the Provost for final approval.

#### Frahm Agricultural Grant

On-going deadline. This grant is established to support and encourage students and faculty at Saginaw Valley State University to engage in agricultural research and add to the growing body of information archived by the Saginaw County Agricultural Society that will be housed at the agricultural museum. The Society has already amassed an impressive collection of antique tools and equipment and is striving to both centralize and increase this important collection of artifacts and informational materials documenting and advancing regional agriculture.

#### **Graduate Student Travel Grant**

On-going deadline. Applications for Graduate Student Travel Grants are reviewed on the first of each month. Notification will be emailed by the 15th of the month if not before. Funds are available for student travel to academic and professional conferences: up to \$600 regional, \$1,000 national, and \$1,500 international conferences. Limit of \$1,500 maximum per person throughout SVSU career. The committee will also consider funding group proposals requesting travel support and will determine an appropriate funding level. Per Diem (food) and organization membership fees are the responsibility of the student. Graduate students must be registered for a minimum of 5 credits per semester (University graduate part-time definition) to be eligible for funding. Students are required to give a presentation at the conference. http://www.svsu.edu/sponsoredprograms/svsugraduatestudenttravelgrant/

#### Ruth and Ted Braun Fellowship Program

Due to the Saginaw Community Foundation September 15 yearly or next business day. Full time faculty and staff of the University may apply for the award. Funds may be used for research expenses, equipment, travel, staff support, release from regular duties, undergraduate and graduate student support, collaboration

with faculty from other institutions, and other related support. Braun Fellows will be expected to produce a body of professional or academic work for publication or presentation during or at the end of the Fellowship term. Program announcements will be made available by the end of April yearly. Award announcements are expected to be made by the Foundation by the end of November yearly.

#### Sabbatical

Due September 10 yearly or next business day. Approved sabbaticals will commence in the next academic year. The applicant's P.P.C. files must be updated and in his/her academic dean's office by the same deadline. It is the faculty applicant's responsibility to see that the signatures of their department chairperson and the dean are secured and also to see that the application is delivered by the deadline.

# **Saginaw Bay Environmental Science Institute Grant**

On-going deadline. Small research grants are now available from the Saginaw Bay Environmental Science Institute of SVSU. The grants are intended to facilitate seed projects involving scientific research focused on the Saginaw Bay Watershed (e.g. water quality, pollution, land use, wildlife health/habitat, environmental/public health, geospatial characterization). The request for proposals will remain open while funding is available. Awards are limited to \$4,000 each; smaller amounts are welcome. Eligibility: SVSU faculty and staff – preference will be given to those who are actively involved in the Saginaw Bay ESI. One application per year is allowed per project or investigator.

# **Special Collections/Facilities Research Grant**

On-going deadline. Collections/Facilities Research Grants support research using materials that are otherwise not accessible and conducted at special collections at a recognized museum(s), library(ies), archive(s), university(ies), or other special facilities leading to publication or presentation. Proposals are accepted from full-time faculty members on continuing appointment. The maximum funding available through an SVSU Grant for Special Collections Research is \$1,500; support for larger projects should be sought through the Faculty Research (Unit) Grants program. Special Collections grants can be used to supplement funds provided through external grants including grants from the museum(s), library(ies), or archive(s) that house the special collection(s) to be used.

# **SVSU Faculty Research Grant**

Due November 15 yearly or next business day. Faculty Research is defined as research leading to publication or presentation. Proposals are accepted from full-time faculty members on continuing appointment. Faculty may apply for funds/release time. The award cycle begins July 1st of the following year and ends June 30th. Release time will be for the following Fall and Winter term.

## **SVSU Family Business Research Grant**

Due March 15 yearly or next business day. The purpose of the grant is to increase the breadth and depth of our collective knowledge on family business issues and strengthen the SVSU brand within the larger family business community and the broader academic community. Research teams must be either faculty, endowed chairs, or staff within the CBM. The team must have at least one faculty member.

#### **SVSU Foundation Resource Grant**

Due October 15 yearly or next business day. The purpose of the grant is to stimulate innovation and enrichment of opportunities for students by providing funds for programs, projects, or domestic travel. Proposals must be submitted by SVSU faculty or staff; student generated projects require an SVSU faculty or staff advisor/mentor that submits the application and serves as the project advisor and contact person. No grants will be made for faculty research.

#### **SVSU Professional Growth Grant**

Due November 15 yearly or next business day. Professional Growth Grant encourages scholarly activities such as pursuit of advanced course work or a degree in the faculty member's own or new disciplines; retraining to develop a new specialty, such as computer programming; to learn a new research skill, such as oral history techniques; or to develop a new pedagogical skill, such as competency-based instruction. Use this application to apply for one-time \$1,000 Ph.D. program support. Proposals are accepted from full-time faculty members on continuing appointment and administrative professionals in Academic Affairs. The

#### UNDERGRADUATE RESEARCH FUNDING SOURCES

#### **Faculty-led Research**

Due March 15 and October 31 yearly or next business day. This grant will provide faculty the opportunity to continue to pursue their own line of research, including community-based participatory research, while simultaneously mentoring undergraduate students in effective research strategies. Funds are available for the following:

- Student salary up to \$1,000 per semester per student during the academic year and salary up to \$2,500 per student during the Spring and Summer terms
- Supplies<sup>1</sup> up to \$500 per student to conduct research that extends the faculty member's work. However, if you are submitting a proposal for more than one semester you can request up to an additional \$500 in supplies per student position with strong justification and rationale.

Faculty may request 1, 2, or 3 students in the proposal. The faculty member may work with the students on one project, two projects, or on three separate projects. Each faculty is maximized at 3 students per semester. Eligibility: Faculty (on continuing appointment), Endowed Chairs (on continuing appointment, Endowed Chairs are not eligible for mentor/supervision stipend), and lecturers (on continuing appointment). http://www.svsu.edu/ugrp

#### Student-led Research

Due March 15 and October 31 yearly or next business day. The purpose of this grant is to fund opportunities for students to conduct their own research. With the support of a faculty mentor, students in all disciplines are eligible. Projects can receive funding up to \$5,000. Funding may be used for student salary up to \$1,000/semester for no more than two semesters and research materials/supplies (excluding food unless required for research subjects). Students must name a faculty mentor and upload a letter of support/consent from the faculty member. <a href="http://www.svsu.edu/ugrp">http://www.svsu.edu/ugrp</a>

### Mini Student-led Grant

On-going deadline. The purpose of this grant is to provide a small amount of seed money for students to initiate their own research in a timely fashion. With the support of a faculty mentor, students in all disciplines are eligible. Projects can receive funding up to \$250. Funding may be used for research supplies, special training fees, software licenses, and some incentives (see grant application for incentive requirements). Applications are reviewed on a monthly basis.

#### **Undergraduate Student Travel Grant**

On-going deadline. Applications for Student Travel Grants are reviewed on the first of the month, every month. Notification will be emailed by the 15th of the month if not before. Funds are available for student travel to academic and professional conferences: up to \$600 regional, \$1,000 national, and \$1,500 international conferences. Limit: one Student Travel Grant throughout SVSU career. The committee will also consider funding group proposals requesting travel support and will determine appropriate funding level. Eligibility: Undergraduate students registered at least half time during the academic year (6 or more credits per Fall and Winter semesters). Students must be presenting at the conference. Due to limited funds, networking/professional development conferences do not qualify for student-travel grants. http://www.svsu.edu/ugrp

<sup>&</sup>lt;sup>1</sup> Excluding food unless required for research subjects

#### PRE-PROPOSAL ACTIVITIES

#### INITIAL CONTACT WITH SPONSOR

Funding agencies have varying requirements for making initial contact regarding funding of sponsored projects. These guidelines frequently specify the <u>exact</u> requirements regarding the appropriate means of initial contact (i.e. email, telephone, or pre-proposal).

Once these guidelines are understood, faculty should feel free to contact funding officers directly to discuss the scope of individual projects to ask potential sponsors the kinds of questions that will assist them in submitting a competitive proposal. The sponsors' officers can offer valuable guidance and assistance to the faculty member in preparing the proposal according to the requirements of their organizations. Before contacting <u>corporations</u> or <u>private foundations</u>, faculty are encouraged to discuss with SP staff; we have additional information that is helpful.

#### APPLICATION GUIDELINES

Faculty will need to acquire the most recent version of sponsor guidelines from the sponsor's website. Follow application guidelines in preparing the proposal. **Organizations return proposals without a review if your proposal does not conform to the application guidelines.** Faculty should pay careful attention to:

- page length, margins, font size, and line-spacing;
- limitations placed on the length of resumes or other required materials;
- the deadline date and time for submission of the proposal (date/time of electronic submission to the agency);
- certifications/assurances signed by an authorizing official to be sent with the proposal.

The Authorizing Official at SVSU is the President, Provost, or the Executive Vice President for Administration & Business Affairs. SP can be of great assistance to you as you prepare your proposal in a timely manner in the preparation of the proposal. Please contact us to assist. Our job is to help you find and receive funding!

#### PROPOSAL PREPARATION

Obtaining external funds for projects at SVSU provides benefits to faculty, staff, students, the community, and the University itself. For faculty, grants provide the means to conduct research by providing funds for administrative support, equipment, and release time. It provides learning and earning opportunities for students and strengthens the University impacting the quality of life in our community. However, when developing a proposal idea, it is important to create a link between how a potential funding source views a problem/issue being addressed, and the outcomes of the PI's project. In other words, the PI must prove why his or her proposal is the best way to address the problem as defined by the funding source.

Idea Development - Developing a strong, competitive grant proposal requires planning and focus. A well-written proposal not only gives a PI a better chance of receiving funding but provides a detailed plan for carrying out the program upon receiving the award. The following considerations and questions can guide your thinking when developing a proposal.

#### **Need Identification**

How was the need identified?
What evidence exists to support the need?
What population is affected by the problem?
Do funding sources recognize the need?
What are the benefits if the need is met?

#### Programs Currently in Place

What are other people doing about this problem or issue?

What gaps exist that need to be addressed? What is the next step in solving this problem?

# Clarify Purpose of Proposed Program

What specific problem will the program address? How does the proposed project "fill in the gaps" and do what needs to be done? Are there similar programs in the community or other parts of the country? What makes the proposed project innovative, special, or useful?

# Can the University and Proposed Program Deliver what it Promises?

Are the approach and methods feasible?

Does the PI and staff possess the appropriate training and expertise?

Are the facilities and resources adequate?

How will the program or project be sustained, if required?

Are matching funds required?

Who will provide matching funding?

Are the project's projected outcomes reasonable and duplicable?

Why is our University best suited to solve the problem?

Does it address SVSU goals?

Does the PI have the support of the Dean and University?

Is the PI committed for the duration of the project?

Preliminary Inquiries - After the proposal is developed, a PI may want to contact the potential funding agency directly to confirm common areas of interest. If an initial contact has already been made, further contact can be helpful in developing the proposal. Common questions you may encounter are:

- What do you intend to do?
- Why do you want to do it?
- How will you do it?
- What do you estimate the project will cost?
- When and where will you do it?
- Who are you and what are your qualifications?
- Who will benefit from this work?

#### PROPOSAL GUIDELINES

In preparing proposals for submission to external sponsors, read the directions and information available in the current application materials provided by the sponsor. Application packages are often referred to by one of the following: RFP – Request for Proposals, RFA – Request for Application, FOA – Funding Opportunity Announcement, Application Booklet, Program Brochure, or Guidelines.

Contact SP as soon as you know you'll be submitting a proposal. We can be of <u>great assistance</u> to faculty/staff in the proposal preparation and review process and will act as a second set of eyes to ensure the proposal meets the RFP requirements. Whatever instructions are provided, follow them exactly. As secondary as page limits, typeface size, and font seem to be, following these simple requirements act as the first level of grant review. If the directions are not followed the proposal is likely returned without review = no funding.

Sometimes sponsors request a preliminary or shorter proposal (3–5 pages) before asking for a complete final proposal. Often these pre-proposals are binding, meaning if accepted, the PI needs to further develop the proposal and is not at liberty to change the terms or budget of the pre-proposal. In this case, the pre-proposal will need University approval before submission.

In the absence of specific directions from the sponsoring agency, the following format to organize the proposal may be used:

# **Title and Cover Page**

SP will assist you in filling out the required forms with institutional information, i.e. Federal ID number, Congressional district, etc. In the absence of an official sponsor cover page, SP has templates for cover letters using electronic SVSU letterhead. Common information that is included: title of the project; brief summary of the project; amount requested; address, phone number, email, and fax number of PI; signature block for the Authorized Representative (University President); and address, phone number, email, and fax number of SP.

# **Abstract or Project Summary**

Sponsors often request a summary or abstract of the overall proposed project. Follow sponsor guidelines regarding the length and content of this abstract. In the absence of specific guidelines or forms, it is often useful to limit the abstract to one single-spaced page summarizing the project purpose, methodology, costs, timetable, your name, institution, and the title of the project on the abstract page. Adhere to the four <u>Cs</u> of a well-written proposal: Clear; Concise; Complete; Correct. Jargon or language specific to a field should be avoided, and all acronyms defined.

#### Introduction

The introduction answers the questions of why you are applying, what you are asking for, and who you are as principal investigator. In writing the introduction, try to show how your project interests align with the interests of the sponsor and why you are qualified to carry out the work. Read the sponsor guidelines and follow the directions to explain your project.

**Institutional Overview and College Descriptions** are available from SP. This boilerplate provides a brief history of the University, as well as a description of its major facilities and resources, current student profile, and current faculty profile. SP updates these yearly for the University and the colleges.

# **Background and Significance**

Some sponsors require/prefer to see a short section describing the background of the issue to be studied as well as a clear statement on why the scope of the research will make a significant contribution to the field. This may not be required by all sponsors, but it does help justify sponsor funding decisions.

# **Project Goals and Objectives**

Goals and objectives are not the same and should be dealt with separately. The goal of your project is what you hope to accomplish because of the entire project – If you were wildly successful, what would that look like? Your objectives are statements of precise outcomes that should be specific, measurable, and time defined.

# Plan of Action, Methods, Design

This section of the proposal answers three important questions: (1) when you are going to do the project, (2) where the project will be performed, and (3) how you will accomplish each aspect of the work. The plan or methods section will be the longest section of the technical narrative and will present a description of the work to be done in accomplishing the project objectives. It should account for all activities and individuals to be involved in the project. This section of the proposal often includes a time chart/flow chart showing the order of activities to take place.

#### **Evaluation**

As evaluation methodologies have become more sophisticated, sponsors recognize that an evaluation leads to more effective project operations and outcomes. A strong project evaluation plan lets the sponsor know that you take your program objectives seriously, are interested in knowing how well you have achieved them and have a means for disseminating your results to others. A successful evaluation plan is formulated as the proposed project is designed and has built-in mechanisms for recording information during the life of the project. Many publications on evaluation are available to help you select an appropriate methodology. SP has resources available at its office and listed in **Section IV** of this manual.

# **Bibliography or Works Cited**

In writing the proposal, you should also show that you are familiar with the literature on the subject you are

investigating. Follow the sponsor guidelines in providing a bibliography or works cited page of materials relevant to the proposal you are submitting. Also, check to see if the bibliography is part of the overall page limitations **or** in addition to those page limits.

#### **Curriculum Vitae (CV)**

Include a CV for yourself and all key members of the proposed project following sponsor guidelines for format and length. Sometimes the RFP limits the number of pages allowed. Follow the directions.

# Institutional Review Board (IRB) or Institutional Animal Care and Use Committee (IACUC) Approval

The proposal should specifically state procedures to be followed in the use of human or animal subjects in the project. Adherence to Federal regulations is required by SVSU and its employees. Projects that involve the use of human or animal subjects must be reviewed and approved by the IRB or IACUC once funded. This is not required before grant application submission.

# **Budget**

This section of your proposal states how much the project will cost and outlines the specific cost categories. Accuracy and detail are essential in this section. For federal grants, costs must also be allowable as defined by OMB circular 2 CFR 200. Be sure to show all costs related to the project and specifically, how costs tie to the project's objectives and outcomes. Keep in mind that sponsors will support costs that are reasonable and justified in a budget description. Follow guidelines completely.

Elements of most budgets include direct costs, indirect costs, and *when required*, cost sharing at the level required for funding. Where there is no requirement for cost sharing, SVSU will not show/quantify matching funds.

The SVSU Operations Manual outlines policies that must be followed. Principal Investigators and staff directly involved with a program's budget and purchases <u>must</u> be familiar with the policies at <a href="http://www.svsu.edu/operationsmanual/">http://www.svsu.edu/operationsmanual/</a>. If you have questions, SP staff can assist and help you.

#### **Direct Costs**

**Salaries and Wages:** The time and effort of all personnel should be included in your budget. Proposed salaries must be in accordance with University rates and expressed in terms of percentage of effort or hourly rate. For faculty, that <u>institutional base salary rate</u> is the amount approved for the eight-month academic year per the Faculty Contract. SP will assist you in determining the cost of faculty release time during the AY and the cost of supplemental summer salary.

**Fringe Benefits** include such items as health insurance, retirement benefits, life insurance, disability and social security. The current rate is 39% of base salary is an average used to estimate fringe benefits costs. Actual costs could vary depending on the actual benefits selected by the employee.

**Consultants** provide technical expertise for a limited duration necessary for the conduct of the sponsored project. Consultants are temporary arrangements with external companies or individuals. Consult SP for guidance on the use of consultants, approved contractual rates, and contract templates to use.

**Equipment** critical to carrying out the project must be included in the budget with a catalog price or quote of each item listed. Equipment is defined as an item costing more than \$5,000 and having a useful life of one year or more.

**Materials and Supplies** are defined as expendable items less than \$5,000/item. Each item should be listed and carefully justified in terms of need to support goal/objectives.

**Travel** costs include meals, lodging, airfare, and ground transportation. See the SVSU Operations Manual for reimbursement guidelines.

Subcontract agreement between SVSU and an external organization is appropriate when a significant

portion of the research/project will be performed at another institution. Contact SP for guidance in including subcontract costs in proposed budgets and assessing for risk and monitoring responsibilities as required by 2CFR 200.

**Other:** Additional items may include but are not limited to: publication costs, equipment maintenance, human subject fees, postage, material reproduction, and evaluation.

#### Indirect Costs - Facilities and Administrative Costs (F&A)

Facilities & Administrative (F&A) Costs are costs that are incurred for common or joint objectives. These costs cannot be identified readily and specifically with a sponsored project, an instructional activity, or any other institutional activity.

F&A cost rates can be expressed as a percentage of total direct costs, a percentage of salaries and fringe benefits, or a predetermined rate required by a sponsor. The F&A cost components are classified under two major cost categories: (1) Facilities and (2) Administration. **Facilities costs** include depreciation, interest on debt associated with certain buildings, equipment and capital improvements, operations and maintenance (physical plant) expenses, and library expenses. **Administration costs** include the costs associated with general University administration and expenses, departmental administration, sponsored projects administration, student administration and services, and all other types of expenditures not listed specifically under Facilities.

The F&A cost proposal is prepared by the Controller's office and is negotiated with and approved by the University's cognizant Federal agency, currently Department of the Navy. Consult with SP for the current indirect cost rate for your project and to understand how this cost will be included in your budget. As of July 1, 2018, the F&A cost rate applicable is 40% of salary and benefits, and if allowed is a mandatory expense that will not be waived. If a sponsor has a written policy limiting indirect costs, the University will accept that policy in determining the level of F&A costs that are included in the budget; SP will determine how this rate should be included within the proposal. Indirect costs are charged on all projects – grants, cooperative agreements, contracts, fixed price agreements.

# **Cost Sharing/Matching Funds**

"Matching" is generally used to refer to a statutorily specified percentage of program or project costs that must be contributed by a grantee in order to be eligible for Federal funding. This requirement may either be stated as a specified or minimum non-Federal percentage of total allowable costs or a maximum Federal percentage of participation in such costs.

"Cost Sharing" is used to refer to any situation in which the grantee shares in the costs of a project other than as statutorily required "matching." Both require non-Federal participation in the costs of grant supported activities. Specific program legislation may require grantees to share in the cost of the project. Program guidelines will usually specify whether fixed amounts or percentages or matching are established on a program wide basis.

"Third-party" in-kind contributions means property or services which benefit a grant supported project or program and which are contributed by non-Federal parties without charge to the grantee, the subgrantee, or a cost-type contractor under the grant.

It is the University's practice not to propose/offer cost-sharing unless the sponsor requires it and further, not to cost-share more than the sponsor's stated requirements. Contributions of University resources may come from in-kind (non-cash) or cash contributions and must be approved by the appropriate Dean and Vice President. For this reason, SP will obtain written authorization and the University account number to be charged for cost sharing before submitting a proposal. Whether cost sharing is required in the budget or not, it is important that the University understands its full commitment to supporting a proposed project if funded.

If there is an unexpended balance at the end of a fixed price agreement, the project director needs to provide evidence in writing that all of the deliverables have been provided and accepted by the funder before unexpended funds are released to a departmental account for the project director to use. Indirect costs are charged to the unexpended fund total before the transfer is completed.

**Appendices** 

Clearly label supportive information that relates directly to the proposed project. The use of appendices and any restrictions on number of pages in proposals is specifically limited by most sponsors. For this reason, consult the sponsor's proposal preparation guidelines and note whether the page limitation on the overall proposal length also includes the pages in the appendices.

## **Active and Pending Grant Support**

Many sponsors request applicants to supply information on both active and pending support. SP can assist faculty in compiling this list of current/pending projects. Usual listing includes: (1) project title, (2) funding source, (3) duration of project, and (4) total approved budget. This information should be included on required application forms. This is particularly important on Federal programs where possible sources of support may come from different funding agencies. Private foundations often want to see where an applicant has submitted an application for support.

#### **Facilities and Equipment**

Information pertaining to resources available to the PI for the conduct of the project should be described in detail. Examples of such resources include: lab space, equipment, library resources, and University computer system.

**Information and Technology Support:** All sponsored project proposals with a significant information and technology component are to be reviewed by Information Technology Services (ITS) early in the proposal preparation process. "Significant information technology components" are defined as computing hardware, software, and services that require ITS technical support services, connection to the network, or the purchase of nonstandard hardware or software. This review ensures that proper technical support will be planned and provided and enables ITS to assist faculty and staff in:

- identifying ways in which technology can further research aims;
- ensuring that proposed computing uses take advantage of state-of-the-art technology;
- ensuring that the costs of significant information technology components are identified and accurately estimated;
- determining any permanent funding that may be required from University sources to support significant information technology components following the end of the sponsored project funding period: and
- identifying any acquisition and/or ongoing expenses, including those related to moving, storage, space requirements, and other special conditions associated with the significant information technology components of gifts obtained by private sources in support of SVSU.

#### PROPOSAL SUBMISSION PROCESS

#### UNIVERSITY REVIEW AND APPROVAL

Sponsored Programs (SP) reviews all proposals prior to their submission to the funding agency. A completed copy of the proposal should be submitted to SP 10 days, but at least one week prior to submission to assure that the proposal adheres to Federal regulations, University policies and procedures, and the requirements/guidelines of the funding agency. The one week requested by SP ensures that the other five University approvals are secured and there is sufficient time to make any needed changes to the proposal. It is the responsibility of both the PI and SP to assure that all proposals are complete and accurate.

# TRANSMITTAL - SIGNATURE AND AUTHORIZATIONS

SP's Transmittal specifies approval requirements and contains general proposal information; this is an internal document that ensures support from all responsible parties at SVSU. Required signatures include:

1) Principal Investigator/Project Director, 2) Sponsored Programs Personnel, 3) Dean/Director/or Vice President, 4) Controller, 5) Provost and Vice President for Academic Affairs, and 6) President. Each signer has a responsibility to the project listed on the transmittal. SP is responsible for acquiring the appropriate signatures in a timely, but not in a rushed or 'last minute' manner.

#### REQUIRED COPIES OF THE PROPOSAL

The number of copies necessary for the submission to sponsors is often noted in the sponsor's guidelines and varies with each sponsor. If it is not stated in the guidelines, SP will obtain that information and make the appropriate copies. SP retains a completed copy of the guidelines and the proposal electronically and in its files and provides a printed and electronic copy of the submitted proposal to the PI.

#### SPONSOR DEADLINES

Deadline dates are strictly enforced by the sponsor and usually require that the proposal either be postmarked by the deadline date or received electronically by the deadline date. SP will pay the fees for overnight delivery and verifies delivery by tracking the proposal.

#### **ELECTRONIC SUBMISSION**

<u>Sponsored Programs must submit all grant applications.</u> Nearly all sponsoring agencies require online submission of proposals/applications. Although online submission has several benefits, it also creates some unique challenges:

- There is a lack of a common set of principles and guidelines for these systems.
- Existing systems are changing and new systems are being implemented.
- Users must become familiar with new concepts, buzzwords, and acronyms.
- Many systems require that the PI have a username and password through a registration process.
- Some agency systems are not sophisticated and when submitting your information do not allow for log in and log out AND saving information. Sometimes the application process must be done in one sitting.
- Each funder has different requirements for formatting and file conversion.
- Often there is system "overload" as the application deadline approaches that slows file uploads and/or internet interruptions.

As a result, SP recommends that electronic proposal submissions occur at least one day prior to sponsor deadlines, which means all approvals must be in place to submit your grant proposal.

#### MULTIPLE SUBMISSIONS

Identical proposals may be submitted to more than one sponsor at a time provided each sponsor is advised that this has occurred. Each sponsor will be given the name of the other recipients of the proposal and the amount of funds requested. In instances where all sponsors are given the same total project budget, it should be specified as to how much of the total budget is being requested of each individual sponsor and for what purpose those funds will be used. Careful attention is paid to restrictions sponsors have on the submission of identical proposals to other sponsors, for example. National Institutes of Health prohibits multiple submissions.

#### SPONSOR PROPOSAL REVIEW

In evaluating proposals submitted for funding, sponsors utilize several different kinds of evaluation procedures, depending on the kind of organization and the policies and procedures governing their operations. Some of the more common kinds of sponsor review procedures are listed below.

**Peer Review** - Many government funded organizations like the National Science Foundation, the National Institutes of Health, and the National Endowment for the Humanities use peer reviewers selected from faculty across the country that are acknowledged experts in the subject area. These agencies send copies of the proposal or make copies available via electronic system to faculty reviewers for independent

evaluation and scoring. The results of these reviews are then rank ordered, and a determination is made on how many can be funded based on the sponsor's funding.

**Organizational Review** - Many organizations use their own Board of Directors or an internal review committee to evaluate proposals. These sponsors do not use a peer review system but do publish extensive guidelines on the criteria used to evaluate proposal submissions. Sometimes these sponsors will release a summation of comments or suggestions on why a project was not funded. These summary comments can be helpful in revising and resubmitting to the sponsor. These sponsors will honor written requests for the release of this information.

**Private Foundations** - Private foundations' funding decisions are often significantly affected by the reputation of the applying institution, the reputation of the faculty member, or the previous experience the foundation has had with a researcher or officer of the institution. SP and the SVSU Foundation staff can assist faculty in approaching these organizations for feedback about funding decisions.

**Military Reviews** - Reviews of proposals submitted to the Department of Defense agencies (Army, Navy, and Air Force) are evaluated in many ways varying from individual approval by the administrative head of the agency to extensive reviews by a board of peers. Faculty applying to these agencies should contact the program officer to learn about the review process for that agency. Faculty should then contact the individuals responsible for programmatic decisions within these agencies to understand the evaluation process.

**Obtaining Reviewers' Comments** - Faculty members should ask to see the results of their evaluations. Faculty can request the comment or faculty can direct SP staff to obtain the reviewer comments for you. Should one's proposal be rejected, the evaluations are extremely valuable in reviewing the original proposal and learning how the proposal can be strengthened for the submission in the next funding cycle. SP staff can assist faculty in the revision and resubmission of these proposals. The RFP will usually provide the contact information of the program officer to request these reviews, as well as a time limit during which this request must be made.

Many <u>public agencies</u> will provide reviewer comments with the letter of notification of the results of the review. These reviews present the comments without identification of the individual reviewers. The SP staff will assist faculty in reviewing these comments and in making suggestions for revising the proposal for resubmission to the same agency or to another possible external sponsor.

# NEGOTIATION AND ACCEPTANCE OF SPONSORED AGREEMENTS

#### **NEGOTIATION**

Sponsored Programs (SP), in conjunction with the Principal Investigator (PI), is responsible for reviewing all terms and conditions of an award prior to acceptance by the University. SP is responsible for assuring that sponsor requirements are compatible with University sponsored project policies, consistent with government-wide regulations applicable to universities and reflect the understandings agreed upon prior to the award. SP has the prime responsibility for resolving any differences between the University and sponsor about terms and conditions of new awards, as well as modifications or amendments to existing awards.

#### AWARD ACCEPTANCE

When an award document is received, SP immediately informs the PI of the award. If the PI receives the award letter, then immediate notification should be given to the SP office. The PI plays a significant role in the negotiations of a sponsored project. SP will advise the PI that the award document is being reviewed to assure that the required terms and conditions are in accordance with the University policies and procedures and that additional requirements by the agency have not been added. SP seeks the input of the PI concerning any troublesome provisions. In reviewing the terms and conditions of an award, SP is concerned with protecting the rights of the PI and the University and assuring the feasibility of administering the award and conducting the research.

Some major concerns in reviewing the terms and conditions include: re-budgeting restrictions, mandatory

prior approval on certain transactions, ability to extend the term of the award, unreasonable reporting requirements, appropriate payment terms, and restrictions on patents and publishing.

SP, in collaboration with the PI, will determine the appropriateness of the terms and conditions and suggest alternatives to be negotiated with the sponsor. The terms and conditions of the award are not finalized until the PI approves them. Once approved, the award document is signed by the authorized representative of the University (University President), indicating acceptance, and returned to the sponsor to be fully executed.

# **SECTION III — POST-AWARD ACTIVITIES**

#### AWARD ADMINISTRATION

Sponsored Programs (SP) in collaboration with the Principal Investigator (PI) is responsible for administering all sponsored projects awarded to the University. This includes monitoring budget transactions, verifying and enforcing sponsor terms and conditions, processing administrative reports, preparing and overseeing subcontracts, and implementing changes mandated by both Federal and private agencies.

The Controller's office is responsible for monitoring expenditures to ensure compliance with University Policies and Procedures and sponsor requirements. The Controller's office is also responsible for the distribution and interpretation of financial accounting information such as monthly budget reports.

When a PI agrees to implement a sponsored award or contract, he/she assumes legal, managerial, and ethical obligations. Not only must a PI have the technical expertise to produce and deliver the products or services outlined in the grant, he/she must also possess managerial skills to ensure the program's objectives are achieved in an efficient and cost-effective manner. Even a well-executed project that meets its objectives will not be considered favorably by the sponsor if there are reporting and budget problems. Therefore, it is highly recommended that a PI become familiar with fundamental managerial concepts, since this can be a deciding factor in a program's failure or success.

Quarterly SP will meet with PIs for specific program/agency compliance training, budget review, and project update meetings.

#### CONTROLLER'S OFFICE

The Controller's office provides the PI with information as needed to effectively manage his/her award and monitors the financial activity on contracts and grants to ensure compliance with University policies and procedures and sponsor requirements. The Controller's office coordinates all audits within the contracts and grants area performed by the University's independent auditors, Federal agencies and other sponsoring agencies.

Although the Controller's office prepares financial reports for each project, it is the responsibility of the PI to ensure that all expenditures are allowable. Federal grant expenditures must be allowable as defined in OMB Circular 2 CFR 200 and the University Operations Manual. The University's grant accountants are available to answer any questions a PI may have regarding the allowability of costs.

#### **ESTABLISHING AN ACCOUNT**

To establish an account, SP will provide the Controller's office with the **award letter** from the sponsor, a copy of the proposal transmittal, and the approved proposal budget (revised if necessary). The account is set-up in accordance with the approved budget and the sponsor's specified terms and conditions. The Controller's office then sends an Account Number Request/Authorization form to the PI for signatures. This form provides the PI with an account number. SP then meets with the PI to review the specified terms, conditions, and reporting requirements, and provides the PI with a fully executed copy of the award agreement.

SP will schedule quarterly meetings to offer just-in-time training for the PI to fully understand the administrative requirements for executing the funded program. PIs are required to attend quarterly meetings to complete the "Uniform Administrative Requirement for Grants and Agreements Check List." It is the responsibility of the PI to ensure that grant funds are expended in accordance with the award agreement.

The PI is required to submit to the Controller's office documentation supporting any deviations from the approved budget and/or exceptions/changes to the terms and conditions. It is the responsibility of SP to contact the funding agency relative to the PI's request and clarify any questions raised. The PI should not

spend based on the revised budget until written approval is received from the sponsor (if required by the grant).

#### **GRANT ACCOUNT BUDGET ACCESS**

Pls or program directors can monitor their grant accounts by accessing mySVSU portal. The system tracks monthly and year-to-date expenditures for each grant account. Using the system on a consistent basis helps the Pl fulfill his/her role as the primary grant manager and allows him/her to contact Sponsored Programs or grant accountant to correct any inconsistencies immediately.

#### **PERSONNEL**

If indicated in the grant budget, one of the first steps in implementing a sponsored project will be the hiring of project personnel. The SVSU Department of Human Resources (HR) will help with this process. All positions funded by grants and contracts require that a full affirmative action search be conducted. However, recruitment efforts may vary depending on the type and level of the position. Recruitment procedures, checklists and forms are listed at www.svsu.edu/hr under Policies.

HR will prepare contracts of employment in cooperation with the PI. Yearly performance reviews are required. Personnel forms such as the HR Action Form may need to be updated annually or semi-annually, depending on the grant's end date.

If you are hiring a student worker for a grant funded position, you first need to post the job description with SVSU's Office of Career Services, then interview at least three of the applicants. A student job description template will be provided at the initial meeting and can be found in the appendix.

# **CONSULTANTS**

# **Contractual Services Procurement Policy**

Consultants provide technical expertise for a limited duration necessary for the conduct of the sponsored project. Consultants are temporary arrangements with external companies or individuals. The following are example situations when SVSU might need a consultant:

- An outside organization requires that a consultant be brought in. If the grant application names the consultant(s) the position will still need to be posted per 2 CFR 200 as of July 1, 2016. If the named consultant in a grant application refuses the work (given first right of refusal), then SVSU will post the consultant's position, and notify the funding agency. Once SVSU hires a qualified consultant, Sponsored Programs will submit the consultant's vita to the funding agency for approval.
- A consultant will do work that no one else wants to do, that no one internally is qualified to do, or has the time to complete the work as described.
- The time of need is considered short-term, i.e., less than a year, with a general start and stop time.
- SVSU has no expertise in the area of need.

# Procedures to be followed when procuring a consultant

The project director will work with Sponsored Programs to make available the consultant's scope of work, time period for the work, qualifications required, and any technical requirements. A range of acceptable characteristics and/or minimum of acceptable standards must be provided. Competitive procurements must not contain language which restricts competition; efforts should be taken to utilize small businesses, women owned firms, and/or minority owned firms. Project Directors will make the position available internally to SVSU employees, as appropriate, and externally to qualified consultants.

#### **Possible Places to Post for Consultants**

- 1. Contact professional associations, i.e., networks of organization development practitioners, facilitators, trainers, fundraisers, accountants, lawyers, computer users, etc.
- 2. Call other universities or colleges and speak to someone in the College of Human Resources,

- Training and Development, or Business Administration.
- 3. Consult the local telephone company's Yellow Pages under the category "Consultant" and "Volunteering."
- 4. Contact local large corporations; they often have community service programs and can provide a wide range of management and technical expertise.
- 5. Ask other organizations for ideas, particularly those that have similar services and head-count size, for contacts and references.
- 6. Conduct an internet search for qualified applicants.

**Hiring Process.** Before deciding who to hire, at minimum three candidates must be considered/ interviewed by the project director. **Check consultant's background.** Consideration should be given to factors including integrity of the consultant, record of past performance, financial/technical resources, and accessibility to other necessary resources. Consultants vary widely in their skills and abilities. Some are at the top of their field, while others have more recently jumped on the consulting bandwagon. Due diligence includes checking references.

Procurement purchases in excess of the small purchase threshold (2CFR 200) should include a basis for contractor selection, justification for lack of competition when competitive bids are not obtained, and basis for award cost/price.

Sponsored Programs will check for debarment and suspension on the General Service Administration's list of Parties Excluded from Federal Procurement in compliance with 2CFR 200.

#### Procedures to be followed when hiring a consultant

Sponsored Programs will provide two templates (consultant contract and/or consultant memo) to use when hiring consultants which include scope of work description, insurance, confidentiality clauses, and termination clauses.

- Describe the parameters of the relationship, specifying the agreed work and the timeframe in which the work needs to be completed, in an agreement signed by both parties.
- Establish criteria from which the overall consulting effort can be evaluated at the mid-point and end of the project so SVSU and the consultant know what constitutes a successful project.
- Charges for work performed on sponsored agreements (grants) during all or any portion of the period are allowed at the base salary rate and can be capped by the funding agency.
- Beyond the consultant's fee are various expenses that he or she may expect to be covered. These will be written in the contract delineating responsibility.

# Procedures to be followed when paying an individual for independent/consultant service

Controller's office will review whether the individual is to be paid as a consultant or as an employee per University Policies. The most important criterion is that the nature of the work performed is unique, that is, not offered at SVSU and not performed for a sustained period of time.

The IRS uses a 20–Factor Analysis to determine whether a worker is an employee or independent consultant. This Analysis is used by SVSU's Controller's office to make the final determination between consultant and employee. See IRS Analysis in **Section IV**.

If it is decided that the individual is a consultant, the following documentation is required:

- A signed memo or consultant contract from the Project Director of the sponsored project to be charged (the Project Director is ultimately responsible for all expenditures). This memo/contract must contain a description of work performed, how the work relates to the project, how the work benefits the project, and the total to be paid. This memo must be submitted prior to the first request for payment.
- A signed invoice from the consultant which must include the consultant's full name, home address, social security number, a brief description of work performed, hours or days worked, rate of pay, and total amount due. This invoice must be submitted with each request for payment.

This documentation is necessary to provide a record for the IRS, showing that the individual qualifies as a

consultant and to support the payment of the individual as a consultant using sponsored project funds. Each consultant situation is reviewed individually. In some cases, additional documentation may be required. If you have any questions regarding the procedures outlined above, please contact Sponsored Programs or Controller's office.

#### SUBCONTRACTS/SUBAGREEMENTS

In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important that the form of the agreement. It is not expected that all of the characteristics will be present and sound judgment should be used in determining whether an entity is a subrecipient or a vendor.

Subrecipient relationship exists when a third party:

- performs a substantive portion of the programmatic work, which is defined as project activities that are a primary purpose of the prime award;
- has responsibility for programmatic decision making;
- uses the funds provided to carry out a program of the subrecipient as opposed to providing goods or services for a program of the prime institution;
- is responsible for helping the prime institution meet the requirements of its prime award;
- has its performance measured against whether the objectives of the prime award are met; or
- has responsibility for adherence to applicable program compliance requirements.

Vendor relationship exits when a third party:

- provides professional services or highly technical advice, such as a consultant;
- provides good or services as a part of its normal business operations;
- provides similar good or services to many different purchasers;
- operates in a competitive environment;
- is responsible only for meeting the requirements of the contractual services contract between the prime institution and the vendor;
- provides goods or services that are ancillary to the operation of the program; or
- is not the subject to compliance requirements of the program.

Subcontracts/Subagreements that were not included in the proposal often require the sponsor's approval prior to executing a formal agreement and commencing work.

SP, in coordination with the PI, is responsible for preparing and overseeing **subcontracts** as approved in the sponsored project award and issued by the University to other organizations. In general, the subcontractor is subject to the same terms and conditions of the award, as is the University. Therefore, the subcontract agreement prepared by SP contains specific terms and conditions, an approved budget, and a statement of work. The subcontract is reviewed and approved by the PI.

To be binding, the subcontract must be signed by the authorized official of the University and the subcontractor. When the agreement is fully executed, payment is made to the subcontractor per submission of an invoice, signed by the PI. Extensions and changes to the subcontracts are made by SP and the Controller's office based on the approval of the primary sponsor. The choice of a subcontractor must be documented with regard to the subcontractor's qualifications to perform the work and the project's need for such services. Competitive bids may be required; please consult with the Controller's office to see requirements.

#### When to use a subagreement...

Subagreements are used to convey grant (financial assistance) and contract (procurements) funding received by SVSU from federal, state, industry, and private sources. Grants and contracts received by principal investigators and awarded to SVSU to conduct sponsored research may include components of work to be performed by collaborating investigators at separate institutions.

SVSU is responsible for evaluating each <u>subrecipient's risk of non-compliance</u> with federal statues, regulations, and the terms and conditions of the subaward. SVSU will consider during the evaluation: 1) the subrecipient's prior experience with the same or similar subawards; 2) the results of previous audits including Single Audit requirements, 3) whether subrecipient has new personnel or new or substantially changed systems; and 4) the extent and results of federal awarding agency monitoring. SVSU will check the federal audit clearinghouse to see if the potential subrecipent has filed audits as required.

# What sponsored research administration provides...

This guidance ensures the appropriate administration of sponsored research subagreements at Saginaw Valley State University to a) ensure consistency between policy and practice; b) articulate areas of responsibility for Sponsored Programs (SP), the Controller's office (department responsible for sponsored research financial management), principal investigators and divisions; and c) to identify monitoring and audit requirements for subrecipients.

Where execution of a subagreement is required or advisable, SP will produce, negotiate, and execute a cost reimbursable or deliverable-based subagreement that ensures the technical requirements of the prime agreement are met. SP will coordinate additional reviews with appropriate units when the subagreement contains non-standard language that may conflict with SVSU or federal regulations. Subagreement templates will be reviewed by SVSU's general counsel to ensure that the terms and conditions are consistent with applicable laws and regulations. The general counsel will approve or modify subagreement templates to legally acceptable language, coordinating such changes with SP.

SP will secure the appropriate signatures of the subrecipient and will execute or cause to be executed the subagreement on behalf of SVSU, under authority delegated by the SVSU President. SP will also secure the approval of the principal investigator for the subagreement document and conduct the Financial Questionnaire prior to the execution of a new subaward or when audit findings are related to Federal awards. See Subrecipient Financial Questionnaire in the Appendix. When appropriate, funding agency terms and conditions regarding rebudgeting will apply to the subagreement. SP will transmit one copy of a fully executed original to the subrecipient. One copy of the subagreement will be sent to the principal investigator and one copy to the Controller's office.

#### **Subrecipient Monitoring Responsibilities**

The administration of subawards is a shared responsibility between the Principal Investigator, Sponsored Programs, and Controller's Office. Responsibilities are divided as follows:

<u>Principal Investigator</u> - is responsible for the overall scientific and technical progress of the prime award and scientific and technical progress of the subrecipient. The Principal Investigator is responsible for monitoring the activities of the subrecipient to help ensure the Federal funds are being used for their authorized purpose and that performance goals are being achieved. The Principal Investigator should review and approve of the scope of work, budget, and progress reports submitted by the subrecipient. The Principal Investigator should also address any problems that the subrecipient may have in carrying out the project.

<u>Sponsored Programs</u> - will develop and obtain a signed agreement with the subrecipient. The subrecipient agreement should contain the following items: CFDA title and number, Award name, Name of Federal agency, Subaward amount, Period of performance, Compliance requirements. SP will help to ensure that subrecipients have been audited in compliance with OMB 2 CFR 200 and will work with the Principal Investigator and Controller's Office to verify that Quarterly Narrative Reports, Financial Reports, and Final Performance Reports are submitted in a timely fashion, when required. SP will also issue any amendments or modifications of the subaward and approve of significant changes to the subaward (for example, change in scope of work, change in personnel, etc.).

<u>Controller's Office</u> - will review and approve the subrecipient's invoices, pay the invoices, and monitor the financial progress of the subaward. The Controller's Office will help to ensure that final invoices are received within 60 days of the end date of the subaward and that all subawards have been closed out between 45 and 60 days following the expiration of the subaward. The Controller's Office will perform onsite visits when circumstances warrant, on the request of the Principal Investigator or Controller.

# **Purchase Requisitions**

SP, in concert with the grant accountant, will ensure that funds are available in the subagreement and that funds are properly encumbered and dedicated to the purpose of this procurement. SVSU must maintain the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price.

The principal investigator will be responsible for monitoring and ensuring the technical performance of the subrecipient and will certify performance prior to the payment of any invoices by the Controller's office. SP will retain the supporting documentation for the subrecipient's performance.

SP will coordinate the acceptability of payment and billing terms and procedures with the Controller's office. Payment and billing terms will generally follow the payment and billing terms of the prime sponsor. Subrecipient cost and pricing documentation will be maintained by SP and approved by the principal investigator. The principal investigator will examine the invoice and may request additional documentation to determine that charges are consistent with work performed and are in accordance with the prime agreement terms and conditions.

Invoices for payment to subrecipients will be submitted by the principal investigator to SP for compliance review and then SP will process and forward required documentation to the Controller's office at SVSU referencing the subagreement number. SP and/or the grant accountant, will initiate a check requisition, which entails a detailed review by grants accounting and an official sign off from the grant PI as the account manager. The subrecipient's services must be received prior to payment processing. The invoice will be signed by a subrecipient employee who is knowledgeable and authorized to do so attesting to the accuracy of the invoice and that the deliverables or expenditures for reimbursement in accordance with the subagreement and were made solely for the performance of the subagreement.

# Documentation required for invoicing

Subrecipients with cost reimbursable subagreements must submit an itemized invoice using the same cost categories that appear in the approved and executed subagreement budget and maintain detailed documentation in support of the expenditures and deliverables shown in the invoice.

SP will request from those subrecipients, covered under 2 CFR 200, a copy of the most recent audit or the most recent independent audit for review. The Controller's office will review the audit reports and take appropriate follow-up steps as required based on any relevant audit findings. Deliverable-based contracts do not require cost documentation.

#### TRAVEL POLICY

Travel costs are the expenses for transportation, lodging, meals, and related items incurred by employees who are traveling on official business for the University as stated in the approved budget. It is important to first understand SVSU's travel policy, which can be accessed at <a href="http://www.svsu.edu/operationsmanual">http://www.svsu.edu/operationsmanual</a>. If the project's Sponsor requires compliance with regulations as outlined in OMB Circular 2 CFR 200, another set of rules also applies. It is necessary that the PI become familiar with the policies that govern their award to avoid unallowable costs. (Also see program announcement for additional restrictions and guidance.) Reimbursements require itemized receipts.

What if the conference is canceled and I have e-credits? Flight charges may remain on the original account until the travel occurs. The travelers are encouraged to use the e-credit for the same project within the airline deadline to use e-credits. If the traveler is unable to charge the original grant project, internal cost transfer paperwork is done to transfer to the correct account. Reason(s) stated for using this method: reduction of journal paperwork upfront with emphasis on documenting communication.

For costs that were non-refundable and non-cancelable, PIs are allowed to still charge the grant but the PI has to provide documentation from the vendor that they would not refund or cancel the expense. If the e-

credit is used for personal use, the individual would have to reimburse the university if the university paid for the original ticket.

A pro-card (University credit card) may be requested for grant expenditures. The PI must reconcile expenses by the monthly designated due date with detailed itemized receipts/documentation. Your procard will be canceled if you are late reconciling expenses.

See https://www.svsu.edu/businessservices/purchasing/ for additional information.

If unallowed expenses are charged, they will be moved to the designated University account or the PI will refund the University for unallowed expenses (i.e. airline coach seats vs seat upgrade; meals/drinks, tips not included in Travel Policy). If the PI charges unallowed expenses more than two times to the pro-card, the pro-card will be cancelled and reported to the PI's supervisor for disciplinary action.

It is recommended that meals be charged to a personal credit card and reimbursed via check requisition. If meals must be charged on a pro-card, the University employee must follow University travel policy (i.e. meal dollar limits, 15% tip limit.) Any amount above the set limit is considered unallowable. <u>Alcohol - wine, beer, mixed drinks - are not allowed charges to funded projects.</u>

#### **PROCUREMENT**

When purchasing any individual items (goods or services) with a <u>unit cost</u> or total cost of a group of items of \$1,000 or more, the PI needs to provide written documentation to the Purchasing Department and the Controller's office. Purchasing documentation will help to ensure that the acquisition of goods and services are done in a competitive, fair, and timely manner. Records will include, but aren't limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

All competitive procurement is the responsibility of the Purchasing Department per University policy. See Operations Manual for further guidance. Per June 20, 2018 M-18-18 Memorandum for Chief Financial Officers and Heads of Small Executive Agencies, for FY2018 OMB is granting an exception allowing federal award recipients to use the higher threshold of \$10,000 for micro-purchases and \$250,000 for simplified acquisitions in advance of revisions to the FAR at 48 C.F.R. Subpart 2.1 and the Uniform Guidance.

The documentation must be received and considered by Purchasing prior to commitment of an order. The Purchasing Department is responsible for managing the bidding process for most of the goods and services required by University departments. Within its scope of operation, Purchasing handles the qualification of potential bidders, the solicitation and analysis of bids, and the awarding of business to consultants. It is important, therefore, that each PI communicate their needs and plans for major purchases to the Purchasing Department as early as possible so there will be reasonable time to accomplish the bidding procedure.

# **EQUIPMENT**

According to University policy, equipment purchased with sponsored project funds is defined as having a unit cost of \$5,000 or more and a useful life of greater than one year. Equipment to be purchased with Federal funds must be approved by the sponsor in advance and listed in the proposal. If you wish to purchase equipment not listed in the proposal, you must receive prior approval through SP from the funding agency. The purchase of general-purpose equipment (for example, office equipment and furnishings, reproduction and printing equipment, or computers) is allowable only if the equipment is primarily used to carry out project activities and the purchase has been approved by the sponsor.

Note: All supplies and equipment purchased for sponsored projects remain the property of Saginaw Valley State University at the end of the grant period.

# PROPERTY MANAGEMENT

University policy guidelines require that all non-expendable property having an acquisition cost of \$5,000 or more and having a useful life greater than one year is subject to property control. Property control includes the maintenance of property records, the tagging of equipment items, and periodic physical

inventories (at least every two years).

A representative from the Controller's office will coordinate the tagging and inventory of all equipment items with the assistance of the PI. The PI is held responsible for the location of the equipment as well as the maintenance. The information on record, which is necessary for the maintenance of the property inventory file, is as follows:

- Purchase order number
- SVSU account number
- Description of item
- Manufacturer
- Cost

- Building and room location
- Model and serial numbers
- Workstation number, if applicable
- Acquisition date

#### **EXPENDITURES**

It is the responsibility of the PI to ensure that purchases are allowable within the grant guidelines. For Federal grant projects, items which are not allowed (2 CFR 200) include, but are not limited to: entertainment, alcoholic beverages, promotional items, advertising, club dues, and legal fees. As the primary grant manager, it is recommended that the PI become familiar with the cost principles. Questions concerning allowable costs should be directed to Sponsored Programs.

The University's grant accountants are available to meet with a project's PI, department secretary, or administrative assistant to review how to fill out and submit the appropriate forms for the payment of an expenditure and answer any budget-related questions. No expenditure payment will be approved prior to the receipt of the official award notification of funding by the sponsor.

#### **COST TRANSFERS**

Cost transfers are occasionally needed to correct errors in original charges. There are instances, however, where cost transfers can be avoided simply by reviewing the original charge to see that it is set up correctly. Directly charging the appropriate program (account) initially results in fewer cost transfer requests. This policy ensures timeliness in transferring costs and keeps the University compliant in the event of an audit.

Frequent cost transfers may indicate the need for enhanced internal controls and/or accounting system improvements. Cost transfers are generally more scrutinized and increase the risk of an audit. Cost transfers follow University and sponsor policies. For example, expenses must be all of the following:

- Allowable under the terms of the agreement and University policy
- Allocable in that they provide a direct benefit to the grant and advance the work
- Reasonable in that they reflect the actions a prudent person would have taken under the circumstances existing at the time the decision was made
- Consistent in that costs are treated similarly throughout the University

Cost transfers should be completed within **90** days of when the expense originally appears in the transaction detail (UniMarket). Transfers requested after this time period will require additional justification and supporting documentation explaining how the error occurred.

Cost transfers must be certified to approve the new charge; the PI is the fiduciary of the project and its expenditures. Additional approval will be necessary for those transfers completed more than 90 days after the expense appears in the transaction detail (UniMarket).

#### **Possible Reasons for a Cost Transfer**

- Correct erroneously charged expenditures
- Allocate costs that benefit more than one project
- Reallocate planned effort to reflect actual effort
- Transfer costs of the same sponsored project to a concurrent budget period
- Transfer allowable retroactive expenses, including pre-award costs, resulting from delayed project negotiations (if award specifically allows for pre-award spending)

#### What Should Your Justification Include?

Complete a cost transfer form to justify/document why the transfer is necessary. The justification should be understood by anyone reviewing it and should answer the following questions:

- Why the expenditure was incorrectly charged?
- What is the current account number where the original expense can be located?
- Why should the expense be transferred and how does this expense benefit the project?
- The University general ledger reports showing transaction detail. These reports can be found attached to expenditure reports provided to PIs throughout the grant's project period or other accounts as applicable.
- Documentation that substantiates the cost transfer; for example, an invoice copy, email, or memo.
- Why is this expense transfer being requested more than 90 days after it was posted to UniMarket?
- What action is needed to eliminate reoccurrence of these cost transfers?
- What action is being taken to ensure errors will be detected more timely in the future?

All necessary signatures **must** be obtained on the *Cost Transfer Form* – See **Appendix**. The preparer should keep a copy of the *Cost Transfer Form* and supporting documentation.

# **Examples of Acceptable Cost Transfer Explanations**

- A signed invoice from the consultant which must include the consultant's full name, home address, social security number, a brief description of work performed, hours or days worked, rate of pay, and total amount due. This invoice must be submitted with each request for payment.
- The monthly expense review of the award by the PI reveals an accounting error in charging travel expenses to the award. The accounting clerk was not notified that the travel was assigned to this research project. Allowable expenses to be transferred to the award can be found in (account number).
- The sponsor delayed the final sign-off of the contract. Although the project started on (date), the account was not established until (date). Pre-award spending is permitted per review of the award agreement terms.
- The sponsor assigned a new award number for the new period of the project. This forced the University to establish a new account number. This transfer moves the expenses from the old account number (list number) to the new account number.
- The equipment necessary for the performance of the award was ordered for the project before an account number could be established. Charges to be transferred to the award can be found in (account number).
- This transfer moves the expense from (account number) to the award's account. This expense benefits the receiving award...
- A keying error caused the expense to inadvertently be charged to the incorrect account (account number). This error was caught during a routine review of the charges on the award.
- This is to more accurately charge expense between two closely related projects. The reason this expense benefits the other project is...

# **Examples of Unallowed Cost Transfer Justifications**

- To use up an unexpended balance in the grant.
- To reduce overruns (when transferring from one federal project to another).
- The transfer is one of convenience (and is of no or insignificant direct benefit to the grant).
- To correct an error without explanation.
- I have not been able to get to it due to my workload.

#### **Who Pays for Disallowed Cost Transfers**

Cost transfers that are disallowed due to timing or insufficient justification/ documentation will be funded by the department with which the grant is affiliated per University Policy noted on the *Account Number Request/Authorization Form*. The department will also fund disallowed cost transfers discovered during

# FINANCIAL CONFLICT OF INTEREST (FCOI)

FCOI disclosure is basically anyone who could *reasonably be perceived* to have an *influence* on the collection, interpretation, or outcome/reporting of the research results. Key personnel are persons who contribute significantly to the science, so FCOI disclosure is not limited to key personnel. Any one on the project must (a) complete CITI's online Conflict of Interest course and then (b) complete a short questionnaire about whether or not they have an FCOI with this particular project.

#### FINANCIAL REPORTS

Financial reports (including final financial close-out reports) which are required by the sponsor are the responsibility of the Controller's office. The objective is to ensure that the financial reports submitted by SVSU to sponsors are presented fairly, timely, and contain complete and reliable information. Financial reports are generally due within 90 calendar days of the end of each budget period but may vary according to specific program guidelines. It is the responsibility of the PI to ensure that all transactions for the budget period are completed and expensed against the sponsored project account by the end of each budget period. Any balance not obligated on a sponsored program will be returned to the sponsor unless the sponsor has authorized (in writing) that the unexpended funds may be retained by the University or carried over for use in continuing years of the project. All reports containing any financial information must be reviewed and submitted by the Controller's office.

#### **EFFORT REPORTING**

Faculty, staff and student effort is needed to achieve a grant's scope of work. If effort is charged to the grant account or reported as cost share, it must be recorded in a timely manner. The Project Time Log (SP website) and the In-Kind database (<a href="https://webtech.svsu.edu/inkind/">https://webtech.svsu.edu/inkind/</a>) are two methods available to salaried employees to track grant effort. To access the database online, you must be added as a user by SP personnel. SP recommends that effort be logged daily and certified monthly by the person performing the effort. Controller's office will verify grant effort three times per year by the person performing the effort and the PI. PI effort is verified by the PI's supervisor or dean three times per year. At minimum SVSU will annually certify grant funded positions charged 100% to the project to verify maintenance of effort/supplanting restrictions are being met. When a faculty member is paid during Spring/Summer term, he/she will need to log hours to support rate of pay is consistent with base salary.

#### **AUDIT**

Federal awards are subject to annual audits by the University's independent auditors as dictated by the Office of Management and Budget Circular 2 CFR 200. This audit is performed to ensure that the University is managing its Federal awards in compliance with applicable laws and regulations. The audit includes tests of internal control systems affecting all Federal awards, as well as tests of individual transactions. The results of the audits are reported to the Federal government (Department of Navy, SVSU's cognizant agency).

In addition to the annual audit, the University may be subject to audits of individual awards. These audits are typically conducted by the sponsoring agency. The PI will be notified of this upcoming visit and will receive support of the Controller's office and SP in preparation for the visit. Any resulting report will be filed with the Controller's office and SP.

#### ADMINISTRATIVE PROCEDURES

Project management involves maintaining accountability for post-award transactions, as well as assuring compliance with applicable sponsor rules, regulations and/or terms and conditions of the award. Sponsored project accounts are set up in accordance with the budget approved by the sponsor. The statement of work must be carried out in accordance with the approved proposal. Varying degrees of flexibility are provided by the sponsors with regard to budget revisions, allowable expenditures, and changes in the statement of work. In some instances, prior approval by the sponsor is required.

SP and Controller's office will meet with PI quarterly to help PI understand compliance with sponsor requirements. SP and the Controller's office are responsible for overseeing sponsored project activities and for providing guidance and assistance to the PI and departmental administrators in fulfilling their responsibilities to the sponsor.

#### PI RESPONSIBILITIES

Research Integrity: Maintain high standards in own work; understand policies; raise questions and problems promptly and professionally; and strive to be generous and collegial.

Data Handling: Develop data management and sharing plan at the onset of the project; incorporate appropriate data management expertise in the project team; understand and follow data collection, management, and sharing standards, policies, and regulations of the discipline, institution, funder, journal, and relevant government agencies.

<u>Authorship and Communication:</u> Ensure that general and disciplinary standards are followed for research publications; acknowledge the roles and contributions of authors; and be transparent when communicating with all audiences.

Mentoring and Supervision: Model and instruct on research best practices; regularly check work of subordinates and ensure adherence to best practices; and clarify expectations. The PI will certify the time/effort of personnel paid by the grant, contract/subcontract, or cooperative agreement, or cost sharing/matching time on the project. SP will certify that s/he and contractor(s) on this project are not currently debarred, suspended, or proposed for debarment by any federal entity. The PI agrees to notify the University (both SP and Purchasing Dept.) of any change in this status, should one occur, until such time as an award is made under a procurement action. See <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a>.

<u>Peer Review</u>: Provide complete and timely review; maintain confidentiality; and disclose conflicts, and eliminate or manage them as appropriate.

Research Compliance: Protect human subjects and laboratory animals; follow environmental and other safety regulations; do not engage in misuse; and disclose and manage conflict of interest. The PI will ensure that SVSU policies and federal regulations governing the protection of human research subjects and are the use of animals in research.

<u>Award Terms and Conditions:</u> The PI should have knowledge of applicable regulations and it is the responsibility of the PI to notify SP of potential scope, budget or schedule shifts. SP will submit requests for scope of work and/or budget changes from the Program Officer. The PI is required to work with SP to request and obtain Authorizing Official approval, if required. Programmatic management of the grant, contract/subcontract, or cooperative agreement and conducting the project to meet project goals and objectives while adhering to agency guidelines and SVSU policies and procedures.

<u>University Accounts:</u> SP will work with Controller's office to set up an account and complete the Account Number Request/Authorization Form. The PI will notify Controller's office to initiate a **Supplemental Pay Form.** SP in conjunction with Controller's office will assist with invoicing and accounting procedures, and when necessary use the **Cost Transfer Form**. SP will provide project financial management to ensure all individuals involved in the administrative and financial aspects of the award receive training. The PI will ensure that all project expenditures are directly related to the project and necessary to meet project goals and objectives. Knowing the cost sharing requirements that were committed in the budget approved by the agency and SVSU and ensuring that these obligations are met.

Reports: The PI will submit all reports and/or documentation required by the award in a timely manner. SP tracks reporting deadlines and will remind and work with PI on all reports. Any financial information in the reports must be approved by the Controller's office before submission. SP will need proof of submission: copy of the report and date report was submitted.

#### POST-AWARD ADMINISTRATION

Changes that occur in a sponsored project usually require prior approval from the sponsoring agency. The following items are changes that occur most frequently in the conduct of sponsored projects. Approvals <u>in</u> <u>writing</u> should be obtained by the PI from the sponsoring agency <u>before</u> expenditures are incurred. Questions about transactions should be directed to SP.

#### CHANGE IN KEY PROJECT PERSONNEL

Changing a PI must be approved by the sponsor. Requests must be submitted through SP and be supported by an explanation and approval for the change by the College Dean.

#### CHANGE IN THE STATEMENT OF WORK

Changes which significantly redirect the original statement of work must be approved by the sponsor. Such changes should be discussed with the sponsor's program officer and documented in writing to the sponsor. Written requests to the sponsor must be submitted through SP and the Dean in advance of implementing changes.

# **REBUDGETING**

Many sponsors place restrictions on the use of project funds. In this regard, some budget revisions (i.e., transfer of funds from one category to another) require the prior approval of the sponsor. Requests for these budget revisions should be submitted to SP with proper justification well in advance of when they are needed. This will allow SP sufficient time to obtain the necessary approval from the sponsor and make the revisions.

INSTITUTIONAL BASE SALARY (IBS) is the annual compensation paid by the University for an individual's appointment, whether that individual's time is spent on research, instruction, administration, or other related activities.

IBS does not include:

- bonuses, honoraria, and incentive compensation
- summer supplemental pay for faculty with 8-months appointments
- supplemental pay that may be issued for temporarily (not longer than one year) performing duties that all outside of duties and responsibilities associated with the current appointment
- fringe benefit payments
- reimbursed expenses
- clinical practice plans
- any income that an individual earns outside of duties performed for Saginaw Valley State University.

Institutional Base Salary Documentation - At the time of hire all Saginaw Valley State University employees should expect to receive an offer or appointment letter or other notification that indicates their IBS. All actions resulting in subsequent changes to an individual's IBS, including changes in salary or an equity adjustment, will be documented in Saginaw Valley State University's system of record and include an effective date of change.

# **EXTRA COMPENSATION**

SVSU follows the Board of Control's Policy in determining the conditions for additional and/or overload compensation. Faculty and staff who receive compensation above and beyond his/her regular departmental load must ensure compliance with University policy and the Federal Circular 2 CFR 200.

Additional and/or overload compensation may be paid when all of the following conditions exist:

- 1. The work is carried out in addition to the normal full load;
- 2. No qualified person is available to carry the work as part of their normal load;
- 3. The additional duties must not be so heavy as to interfere with the performance of regular duties:

- 4. Prior approvals/appointments for proposed work and compensation are expected to be secured using the required form before the assignment starts.
- 5. Extra compensation does not exceed compensation paid for performance of the employee's normal duties.

Deans, vice presidents, and the president are not eligible for additional pay because of the extensive workload carried by those individuals and the breadth of their professional obligations in those positions; exceptions, if any, must be approved by the president.

For an Endowed Professor who is part of the Faculty Association the hourly pay for supplemental assignments is calculated on their institutional base salary (not including supplemental assignments) divided by 1,280 hours/8mo the same as all other faculty.

When calculating time available for Endowed Professors for additional work (ie, grants), they have 1,280 hours per the 8 mo contract and 280 hours committed to Endowed Professor responsibilities (supplemental assignment), leaving a balance of 520 hours for all other activities including SP/SU classes. IRS defines full time work as 2,080 hr/year or 40 hr/wk x 52 weeks.

Eight-month faculty (or 32 weeks – per SVSU Faculty Contract D15 and D23) and 12-month administrative faculty (including program coordinators, department chairs, and associate/assistant deans) below the level of dean are eligible for additional pay.

- 1) Faculty with eight-month contracts can earn additional pay (up to 20% of academic year salary) during the spring or summer terms when paid with University funds.
- 2) When compensated work assignments from all sources reaches 20% of a faculty members academic year salary during the spring or summer semesters, the faculty member is considered to have a full-time workload. Compensation which exceeds 20% of a faculty member's academic year salary must have Vice Presidential or Presidential approval.

To document the normal workload and the additional work, faculty and staff must document grant hours/normal workload using a log. For example, if a staff member agrees to teach as an adjunct, the staff member must document grant funded work hours (including required match) during the workday. So if the class is on Tu/Th from 10-11am, the staff member must work later on those days to ensure workload is fulfilled paid by grant funds.

#### **Conditions of an Additional/Overload Assignment**

Faculty who assume additional/overload assignments for pay must meet expectations in all of their normal work assignments. Per the SVSU faculty contract, regular work assignments typically include the expected full-time commitment of the faculty member to teaching, scholarly and creative activities, University service, leadership in student activities, and community service. Additional/overload pay is not appropriate for an individual if the work can be readily assigned to another qualified person or if the individual's existing assignments can accommodate the work.

# **Avoiding Conflicts with Regular Duties**

Because faculty are salaried professional employees, additional/overload assignments are most acceptable when the nature of the work in the additional assignment is significantly different from the nature of an individual's work assignments in the normal full load. When the nature of the work is similar for an in-load and additional/overload pay, the potential for an appearance of a conflict of interest or conflict of obligation exists and should be avoided or thoroughly justified. Federal Circular 2 CFR 200 provides additional guidance. Individuals paid 100% from grant funds cannot perform any institutional functions outside their grant-related job duties.

# Exception for additional compensation during the Academic Year (Fall/ Winter semesters)

Compensation over and above a faculty member's base salary during the academic year may be allowable if all of the following are met:

- Consultation occurs across departmental lines
- A separate or remote operation is involved
- The work performed by the faculty member is in addition to his/her regular load

• Consulting arrangements are specifically provided for in the agreement approved by the sponsoring agency.

# **Defining Self-Supporting Income and Appropriate Rates of Pay**

Extra work assignments which entail additional/overload compensation must generate sufficient income to support the additional institutional expense. Continuing education programs, contract services, and other similar activities are designed to generate sufficient income to be self-supporting. They represent the most common activities associated with additional/overload pay at SVSU.

If the regulations of the granting agency or source of funding require a faculty member to make a commitment of time and effort, as part of their regular University assignment, the affected individual will not be eligible for additional/overload pay for that assignment. Federal grants and contracts usually do not permit additional/overload compensation; if done, it usually requires prior approval by the funding agency. Thus, the availability of external funds is a necessary, but not sufficient, condition for additional/overload pay. Work responsibilities on grants and contracts will typically be scheduled as in-load assignments. The rate of additional/overload compensation varies according to the nature of the work, market conditions, and reasonable fit within SVSU's compensation schedules.

#### **EXPORT CONTROLS**

Concerns in the United States continue to mount regarding intellectual property regarding commercial use and university work. Departments of the US Government have taken specific steps legislatively to protect the transmission of products and information with other countries. Efforts to protect institutions of higher education deal mainly with research efforts <u>but can apply to all disciplines whether research or teaching</u>. As a university focused on teaching, SVSU has less exposure to the risk of IP theft, but the University is taking active steps <u>to ensure the work of faculty is protected</u>.

Any equipment, technology, or technical information <u>subject to U.S. government control</u> that is released to any foreign person in any location in any way <u>is an export</u>. The technical data, service, or commodity need not physically leave the U.S. to be considered to have been exported. Export includes face-to-face conversations or meetings, emails or faxes, or casual conversations in a hallway or at lunch or on an airplane. <u>Exports involving both classified defense information and critical unclassified technical data are controlled by the federal government</u>. SVSU's routine international business activities may be subject to U.S. export regulations.

This website sets forth SVSU's export compliance policies and procedures. All SVSU employees need to be award of the existence of these laws, to know when a work situation poses export control concerns, and where to turn for guidance and assistance when questions arise. The basic knowledge presented in this website will enable you to assist in maintaining SVSU's reputation as a good citizen in higher education and help you avoid the civil and criminal penalties imposed on individuals who violate these federal laws. See additional information at https://www.svsu.edu/sponsoredprograms/exportcontrols/

#### FOREIGN TRAVEL

Sponsor terms and conditions must be followed with regard to foreign travel. Many sponsors require prior approval for foreign travel and compliance with "Fly America" whether or not it is included in the approved budget. Such requests should be submitted with a detailed justification to SP to be forwarded to the sponsor. Requests for foreign travel should be made PRIOR to taking the trip and at least 30 days in advance. (Note: Some sponsors require up to 90 days prior notice and limit choice of airline carriers per "Fly America.") SVSU's International Programs office will provide additional information, i.e. health insurance, State Department registration, export control letter to protect your University owned computer when traveling. See in the Appendix SVSU Travel Abroad Technology Checklist.

#### **EQUIPMENT**

When equipment is included in the proposed budget and approved by the sponsor, prior approval for purchase is not required. When equipment is not included in the approved budget or there is a change in what is to be purchased or the cost of the equipment exceeds the amount budgeted, prior approval must

be coordinated through SP before purchasing. Sponsor requirements differ with regard to approval regarding these changes. Advanced consultation with SP will prevent any misunderstandings in this regard. When approval is required, requests for approval must include a justification for need. **Most sponsors prohibit the purchase of equipment within the last six months of a project period unless the project justifies such a purchase to complete the scope of work.** 

#### STIPENDS AND TUITION REMISSION

Any changes in proposed stipend and/or tuition remission require written prior approval by the sponsor. Requests for changes must be submitted to SP with justification and approval of the appropriate dean.

#### CARRYOVER OF FUNDS

Sponsors have varying policies regarding the disposition of unspent funds at the end of the budget period. As a general rule, major purchases for equipment, materials, and supplies should be made before the last six months of the funding period. If it appears that there will be residual funds, the PI should contact SP at least 45 days prior to the end of the budget period to determine appropriate procedures.

#### **NO-COST EXTENSIONS**

No-cost extensions are requests to extend the termination date of a project without additional funds. In instances where additional time is required to complete the project, a request should be submitted to SP with an explanation of the work-related need for the time extension and how available funds will be used. No-cost extensions may not be automatic, so the request should be submitted as soon as the PI determines that one is necessary, and at least 10 days before the scheduled termination date. Cost extensions cannot be approved after the termination date.

#### WHISTLEBLOWER

Employees of SVSU working on federally-sponsored research projects are entitled to the rights and remedies provided by a pilot program established by the United States government pursuant to the National Defense Authorization Act for Fiscal Year 2013. The program, entitled "Pilot Program for Enhancement of Employee Whistleblower Protections," encourages employees to report fraud, waste, and abuse in federally-funded programs and enhances contractor employee whistleblower protections. These protections extend to all individuals working in federally-funded programs, including sponsored research.

Specifically, SVSU is prohibited from discharging, demoting, or otherwise discriminating against employees as a reprisal for whistleblowing. These protections cannot be waived by any agreement, policy, form, or condition of employment. It should be noted that under the pilot program a complaint cannot be filed more than three years after the date on which any alleged reprisal took place.

Whistleblowing is defined by the law as disclosing information that you reasonably believe is evidence of any of the following:

- · Gross mismanagement of a federal contract or grant;
- Gross waste of federal funds:
- Abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

In order to qualify for whistleblower protection under the pilot program, your disclosure must be made to one of the following persons or entities:

- A member of Congress or a representative of a congressional committee;
- An Inspector General that has oversight over contracts awarded for, or on behalf of, the federal agency concerned in the contract or grant;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An authorized official of the Department of Justice or other law enforcement agency;

- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

If you believe that you have been discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing related to a federal contract or grant, you may submit a complaint to the Inspector General of the agency concerned. Procedures for making disclosures can be found on the Office of the Inspector General's Whistleblower Hotline (http://www.oig.doc.gov/pages/hotline.aspx).

#### More information may be found at:

http://uscode.house.gov/view.xhtml?req=(title:41%20section:4712%20edition:prelim) If you have questions, please contact Sponsored Programs Office.

# REPORTING REQUIREMENTS

#### INTERIM PROGRAM/PROGRESS REPORTS

The Principal Investigator is responsible for writing interim program/progress reports by the due date indicated by the sponsor in the award document. Reports containing <u>any</u> financial information must be reviewed and submitted by the Controller's office. Sponsored Programs can/will submit the required report for the PI ensuring delivery by the required due date. Copies of these reports will be retained by SP and the Controller's office. If assistance is needed in writing the report or understanding the required guidelines, contact SP office as soon as possible, but at least one month prior to the due date.

# INTERIM/FINAL FINANCIAL REPORTS

The Controller's office must approve and submit all financial reports to the sponsor.

#### FINAL TECHNICAL REPORTS

Upon termination of the project, the PI is responsible for writing the final Technical Report due to the sponsor within the time frame specified. Failure to submit this report in a timely manner could jeopardize future funding by the sponsor. A copy of the Final Report should be submitted to SP.

### **CLOSEOUT DOCUMENTS**

Many sponsors require that other administrative reports are submitted to officially closeout an award. SP, in conjunction with the Controller's office, is responsible for submission of these reports. (See **Appendix**).

#### **RECORDS RETENTION**

Sponsored activities administered under the terms and conditions of a grant or contract agreement normally requires retention of records for three (3) years from the expiration date of the agreement except as otherwise stated therein. This time period is measured from the final project ending date extended by any amendments or modification.

If the University's period for retaining records is less than the required period of a grant or contract, it is the responsibility of the department to retain pertinent documentation on individual projects. Specific contract or grant regulations should be followed if the requirement is more than 3 years.

SP is responsible for retaining (1) the official contract files, including the original award and any amendments, required sponsor approvals, and subcontracts; and (2) the official accounting records, including financial transactions, reports, and invoices. In the event that any litigation, claim, or audit is started before the end of the specified retention period, the documentation must be retained until all issues have been resolved.

According to OMB 2 CFR 200, "Financial records, supporting documents, statistical records, and all other

records pertinent to an award shall be retained for a period of three years from the date of submission of the final expenditure report, or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as authorized by the Federal awarding agency." There are a few exceptions to this requirement, which are noted in the Circular (see Section IV of this Manual for a link to the Circular). Retention requirements may be different for non-Federal grants. Upon a grant's official close-out, the PI, SP, and Controller's office should meet to examine the grant's record retention requirements and note when the retention period ends.

At the end of the retention period, records should be purged from physical and electronic files. For further direction and guidance regarding record retention, call the SP office.

# FREEDOM OF INFORMATION ACT (FOIA) REQUESTS

Saginaw Valley State University is a public body subject to the disclosure laws of the State of Michigan. According to the Michigan Freedom of Information Act (FOIA), a public record prepared, used, owned, possessed, or retained by SVSU must be made available for inspection and/or copying upon presentation of a written request.

There are some exceptions. The Confidential Research Information and Investment Act (CRIIA) has protections available for sensitive materials provided by our research partners and sponsors. CRIIA was enacted in 1994 to specifically protect confidential research, intellectual property, and trade secret records maintained by a public university in Michigan. Under Section 3 of CRIIA (MCL 390.1553), some items may be cited as exempt, due to sensitive information, if all the following conditions are met:

- 1. The information must be used exclusively for research, testing, evaluation, and related activities.
- 2. The third party must clearly designate the information as confidential before or at the time it is received by the University. The information cannot be designated as confidential after it has been received by the University.
- 3. The University and the third party must enter into an agreement to keep the information confidential.
- 4. Once the confidentiality agreement is authorized, a document containing a general description of the information to be kept confidential, the term of the confidentiality agreement (start and end dates), the name of the third party with whom the confidentiality agreement was made, and a general description of the nature of the intended use for the information must be recorded and maintained in a central place and made available to the public upon request.

Information developed by employees of the University also may be exempt from disclosure under CRIIA.

- 1. Intellectual property created by an employee or one under contract to the University until a reasonable opportunity is provided for the information to be published.
- 2. Original works of authorship created by an employee or one under contract to the University until a reasonable opportunity is provided for the author to secure copyright registration.
- 3. Records regarding a patentable invention until a reasonable opportunity is provided for the inventor to secure patent protection.
- 4. Trade secrets or other proprietary information that is determined to have potential commercial value, if a general description of the nature of the information and the University's interest is made available upon request.

What should I do if I receive a written request for records?

If you receive a written request for University records, please forward it to the Provost's office immediately, as there is a specified time period in which the University must respond.

# SECTION IV - PROPOSAL WRITING AND GRANT FUNDING RESOURCES

#### PROPOSAL WRITING RESOURCES

There are many materials available (both online and in print) on how to write a grant or proposal. Listed below are sites that you can visit to find a wide variety of resources that cover many different aspects of grant and proposal writing (writing, budgeting, evaluation, etc.).

Federal Agencies (some include agency-specific information, but most are applicable to all proposals)

"Funding Your Best Ideas: A 12–Step Program" by Joan Straumanis, Former U.S. Department of Education **FIPSE** Program Officer – <a href="http://www.ed.gov/about/offices/list/ope/fipse/steps.html">http://www.ed.gov/about/offices/list/ope/fipse/steps.html</a>

Grant Writing Tips Sheets from the National Institutes of Health (NIH) – https://grants.nih.gov/grants/grant\_tips.htm

"Tips on Writing a Grant Proposal" by the U.S. Environmental Protection Agency (EPA) – <a href="https://www.epa.gov/grants">https://www.epa.gov/grants</a>

#### **General Proposal Resources**

"Guide for Writing a Funding Proposal" by Dr. S. Joseph Levine from Michigan State University – <a href="http://www.learnerassociates.net/proposal/">http://www.learnerassociates.net/proposal/</a>

# **Grants Resource Center's Proposal Library**

In addition to those resources listed above, the Grants Resource Center

http://www.aascu.org/GRC/AboutGRC/ has a library of proposals available for its members to review.

Proposals are available in the following areas:

Agriculture Justice

Commerce National Endowment of the Arts
Defense National Endowment of the Humanities

Education National Science Foundation

Foundations Department of State

Health & Human Services U.S. Agency for International Development

Housing & Urban Development

Abstracts are available online, and full proposals are available by contacting SP who will request the application per the GRC policy.

#### GLOSSARY OF GRANT-RELATED TERMS

This helpful glossary can be accessed by going to the SP website – <a href="http://www.svsu.edu/sponsoredprograms/notinmenu/glossaryofgrantrelatedterms/">http://www.svsu.edu/sponsoredprograms/notinmenu/glossaryofgrantrelatedterms/</a>

#### **EVALUATION RESOURCES**

Below are links to evaluation websites.

See <a href="https://fyi.uwex.edu/programdevelopment/logic-models/">https://fyi.uwex.edu/programdevelopment/logic-models/</a> for a free online course about Logic Models from the University of Wisconsin-Extension Cooperative Extension with support provided by the Program Development and Evaluation Unit (PDE).

See <a href="https://www.nsf.gov/pubs/2002/nsf02057/start.htm">https://www.nsf.gov/pubs/2002/nsf02057/start.htm</a> for a Handbook developed to provide managers working with the National Science Foundation (NSF) with a basic guide for the evaluation of NSF's educational programs. It is aimed at people who need to learn more about what evaluation can do and how to do an evaluation, rather than those who already have a solid base of experience in the field. It builds on firmly established principles, blending technical knowledge and common sense to meet the special needs of NSF and its stakeholders.

#### OFFICE OF MANAGEMENT AND BUDGET CIRCULARS

The three circulars were revised and published as 2 CFR 200 to govern Federal funding agencies, whose policies ultimately affect the institutions receiving Federal funds. The revision included:

- Cost Principles for Educational Institutions
- Grants and Agreements with Institutions of Higher Education: Uniform Administrative Requirements
- Audits of Institutions of Higher Education and Other Nonprofit Institutions

These circulars can be downloaded by visiting the US Government's publishing office: <a href="https://www.govinfo.gov/help/cfr">https://www.govinfo.gov/help/cfr</a>

# SECTION V — UNIVERSITY POLICIES

There are a number of University policies that come into play when developing and writing a proposal. Many of these policies can be found by visiting <a href="http://www.svsu.edu/operationsmanual/">http://www.svsu.edu/operationsmanual/</a> and scrolling to the corresponding title.

Additional Earnings Policy (2.7-1)

Animal Care and Use Policy:

Contact: Professor David Berry, 989.964.4504 or <a href="mailto:IACUCChair@svsu.edu">IACUCChair@svsu.edu</a>

Copyright Policy (1.0–6)

Dealing with and Reporting Possible Misconduct in Science (8.3-1):

Equipment Acquisitions (5.2–3)

Financial Conflict of Interest (5.8–2)

Human Subjects Policy:

Contact: Professor Elizabeth Roe, 989.964.7488 or IRBChair@svsu.edu

Insurance Policies and Issues:

Contact: Felicia McDonald, 989.964.6101 in Purchasing

Operations Manuals (1.0-1)

Patent Policy (8.2-1)

Price Variances Compared with the Amount Stated on Purchase Orders (5.2-2)

Purchase of Equipment-Like Items (5.2-4)

Purchasing Policy (5.2-1)

Sponsored Research and Consulting Relationships Policy (8.1-1)

Travel Policy and Regulations (2.3-1)

Vacation Policy (2.2-1)

#### UNIVERSITY FORMS

In-Kind Database - <a href="https://webtech.svsu.edu/inkind/">https://webtech.svsu.edu/inkind/</a> To access, you must be added by Sponsored Programs personnel.

Many of these forms are available online or from your faculty secretary:

Check Requisition Form

**Human Resources Action Form** 

Purchase Requisition Form

Supplemental Assignment and Pay Authorization for Faculty and Administrative Professionals Travel Reimbursement Form

# **APPENDICES**

- 1. Principal Investigator General Responsibilities
- 2. Grant & Contract Closeout Form
- 3. Cost Transfer Form
- 4. Subrecipient Pre-Award Risk Assessment Questionnaire
- 5. Subrecipient Financial Questionnaire
- 6. Research Subaward Agreement Amendment
- 7. Contracting with External Organizations
- 8. Cardinal Solutions Consultant Agreement
- 9. Confidentiality/Non-Disclosure Agreement
- 10. Consultant Agreement
- 11. Travel Abroad Technology Checklist
- 12. Student Assistant-Grant funded Sample Job Description
- 13. Mutual Non-Disclosure Agreement
- 14. IRS 20-Factor Analysis
- 15. Flowchart for Grant Proposal Development and Transmittal Process

# Saginaw Valley State University

#### PRINCIPAL INVESTIGATOR GENERAL RESPONSIBILITIES

### The Principal Investigator/Project Manager is responsible for:

- Working with the Sponsored Programs (SP) to ensure compliance with all award terms and
  conditions. To that end the PI should have knowledge of applicable regulations. It is the
  responsibility of the PI to notify SP of potential scope, budget, or schedule shifts before requesting
  changes from the Program Officer. The PI is required to work with SP to request and obtain
  Authorizing Official approval, if required.
- SP will work with Controller's Office to set up an account, complete the form, & obtain signatures on the Account Number Request/Authorization Form. Return the signed Account Number Request/Authorization Form to the Controller's Office.
- Notify Controller's Office to initiate a Supplemental Pay Form route for signatures.
- Programmatic management of the grant, contract/subcontract, or cooperative agreement and conducting the project to meet project goals and objectives while adhering to agency guidelines and SVSU policies and procedures.
- Project financial management to ensure all individuals involved in the administrative and financial aspects of the award receive training. SP in conjunction with Controller's Office will assist with invoicing and accounting procedures. See Cost Transfer Policy and Form; p-card requirements.
- Ensuring that all project expenditures are directly related to the project and necessary to meet project goals and objectives. Knowing the cost sharing requirements that were committed in the budget approved by the agency and SVSU and ensuring that these obligations are met.
- Certifying the time/effort of personnel paid by the grant, contract/subcontract, or cooperative agreement, or cost sharing/matching time on the project.
- Having no conflict of interest that could affect the conduct of the project. Any such possible conflict of interest must be reported to SP as soon as it is apparent.
- Ensuring that SVSU policies and federal regulations governing the protection of human research subjects are followed. Ensuring the adherence to federal governing regulations and SVUS Animal Care and Use Policy for the use of animals in research.
- Submitting all reports and/or documentation required by the award in a timely manner. Any financial information in the reports must be approved by the Controller's Office before submission.
- SP will certify that s/he and contractor(s) on this project are not currently debarred, suspended, or proposed for debarment by any federal entity. The PI agrees to notify the University (both SP and Purchasing Dept.) of any change in this status, should one occur, until such time as an award is made under a procurement action. See <a href="https://www.epls.gov">www.epls.gov</a>.

i nave read the above general responsibilitie	s and understand them.	
Signed:	Date:	

I have read the above general reasonabilities and understand them

# Saginaw Valley State University Grant & Contract Closeout Form

Grant ID#	, Acct.#	End Da	ate
PI & Grant Name			
Funder			
Unexpended budget as of	is	Note: The	re may be unposted expense
Each box on the following list mus "Yes", "No" or "Not Applicable (Not checked "N/A" or "No" must	N/A)") that applies to your sp	pecific account number l	
All indicated documentation must investigator (account manager), programs (SP) Post Award Manager	oject accountant, Dean of C		
All required programmatic reports have been agency.	submitted toYes	No	_N/A
	If No or N/A, pleas	explain why:	
2) All required programmatic reports have been SVSU Sponsored Programs Office.	submitted toYes	No	_N/A
	If No or N/A, pleas	explain why:	
3) Original documentation supporting all outstar obligations and adjustments incurred during the	•	nd attached	No or N/A
period for the fund, but which have not yet be Colleague and are allocable to project. (e.g. invexpense transfers, travel settlements, expense reimbursements, etc.).	oices,	explain why:	
<ol> <li>Identification / approval of a cost recovery account of a cost overruns and unallowable charges may be transferred upon</li> </ol>	/or		
	Signature of Accou Manager/Supervis		Date
5) Have cost share forms with supporting docum been forwarded to SVSU grant accountant?	entationYes	No	_N/A
	If No or N/A, pleas	explain why:	

6)	Communicate / coordinate outstanding invoices with SVSU Accountant regarding subcontractor / sub-awardee final invoices in accordance to the deadlines established by the funding agency.	Yes	No ase explain why:	N/A	
7)	Have expense transfer forms been completed for any outstanding salary and benefits corrections?	Attached	r N/A, please explain	N/A why:	
8)	Have new and/or termination HR Forms (whichever applicable) been completed and sent to HR for all part-time and/or full-time employees paid by this fund? For employees whose employment will continue, have new HR forms with the new account number been submitted? For employees who will no longer continue, have termination documents been submitted?	Yes  If No or N/A, plea	No ase explain why:	N/A	
9)	If project will continue and fully executed award has not been received, has Pre-Award request been submitted to SP?			N/A	
1)	Grant Accountant Da	- te	Dean of Colle	rge lice President or Executiv	Date
2)	Principal Investigator Date	-	4) Sponsored Pro	grams Director	Date



# **COST TRANSFER FORM**

Please complete the following Cost Transfer Form and forward it to the Controller's office. Attach supporting documentation.

Cost Transfer Details		
Account Number		Amount
From	То	
Reason for Cost Transfer		
Correction of an erro	oneously charged expense	
Transfer costs for al	lowable salary reallocation	expenses
Other (describe)		
Justification for Transfer - Re	equired for Approval	
was the expense originally chair	rged to the account? Why	should this charge be transferred? Why is the
	·	
Is the transfer being submitted	WITHIN 90 days of the orig	inal transaction date?
Yes	No	mai transaction date.
What procedures have been pe	it in place to avoid luture oc	ost transicio:
Certification		
I certify the above-mentioned co	osts are appropriate charge	es to the project.
Principal Investigator		Date
Account Manager		
Dean Account Supervisor		Date
·	e and Sponsored Prograr	ns Use Only
Controller's office		Date
Sponsored Programs Director		Date
	Reason for Cost Transfer  Correction of an error Transfer costs for all Other (describe)  Justification for Transfer - Re Please provide a detailed states was the expense originally charcharge allowable and allocable  Is the transfer being submitted to Yes  If "No" please explain why this what procedures have been put  Certification I certify the above-mentioned or Principal Investigator Account Manager Dean Account Supervisor Approvals - Controller's office	From To  Reason for Cost Transfer  Correction of an erroneously charged expense Transfer costs for allowable salary reallocation Other (describe)  Justification for Transfer - Required for Approval  Please provide a detailed statement explaining the reason was the expense originally charged to the account? Why charge allowable and allocable based upon the terms and  Is the transfer being submitted WITHIN 90 days of the originally charge allowable and allocable based upon the terms and the transfer being submitted WITHIN 90 days of the originally charge allowable and allocable based upon the terms and the transfer being submitted WITHIN 90 days of the original state of the transfer being submitted WITHIN 90 days of the original state of the transfer being submitted WITHIN 90 days of the original state of the transfer being submitted WITHIN 90 days of the original state of the transfer being submitted WITHIN 90 days of the original state of the transfer being submitted WITHIN 90 days of the original state of the transfer being submitted WITHIN 90 days of the original state of the transfer being submitted WITHIN 90 days of the original state of the transfer being submitted WITHIN 90 days of the original state of the transfer being submitted WITHIN 90 days of the original state of the transfer being submitted WITHIN 90 days of the original state of the transfer being submitted WITHIN 90 days of the original state of the transfer being submitted WITHIN 90 days of the original state of the transfer being submitted WITHIN 90 days of the original state of the transfer being submitted WITHIN 90 days of the original state of the transfer being submitted WITHIN 90 days of the original state of the transfer being submitted with the transfer being submitted

# SVSU - Sponsored Programs Pre-Award Risk Assessment Questionnaire

Sub-reci	pient Institution				
	to Single Audit?	Yes	No		
	t Findings?	Yes	No		
	Project Identifier				
Prime Sp DUNS	oonsor				
FAC EIN	1				
1710 EII1	•				
	old Questions				
(Not Sco	•		2.10.10.10.11	V	N.
	1,2, or 3, consider alt			Yes	No
1. 2.	-	•			
2. 3.	-				
0.	Does the sub-recipier	it show den	inquent rederal debt. In OAIM:		
If no to	4,5,6, or 7 consider all	ternatives to	o initiating agreement:		
4.		nsor, does t	the sub-recipient have a compliant conflict of		
_	interest policy?				
5.			· · · · · · · · · · · · · · · · · · ·		
6.	accounting for grant a		acceptable procurement system with separate		
7.		ıb-recipient			
Other Co	onsiderations ored)				
,	/			Ye	s No
8.		nagement d	lecision on the audit findings that may affect this		
9.	award? Does the sub-recipier up such a rate)?	nt have a ne	egotiated indirect cost rate (or experience setting		
10.			vered by ITAR or EAR (at sub-recipient, or sub-		
11.	Is there potential or id	lentified con	nflict of interest?		
12.	Is cost-share required	d or included	d?		
13.	Is participant support	included in	the sub-recipient's budget?		
14.	Does the sub-recipier federal awards?	nt have adeo	quate experience receiving same or similar		
15.	Have other risks beer	n identified?	If yes, explain in notes below.		
16.	Does the sub-recipier	nt lobby?			
17.	Does the sub-recipier	nt have liabil	lity/workers compensation insurance?		
18.	Does the sub-recipier	nt's non-disc	crimination policy comply with federal statues?		
	•		ny grants that have been cancelled due to non-		
20.	•	nt have acce	eptable executive compensation criteria?		
21.	Does the sub-recipier	nt have an a	acceptable IP policy?		

Notes:						
nstitution	on Questions					
22.	Is the sub-recipient institution foreign o	r domestic?			Sco	re
23.	What is the sub-recipient organization	type?				_
24.	Does the sub-recipient have a negotiat	ed IDC agreement?	Yes	No		_
25.	Were the results of the most recent sin satisfactory?	gle audit (or similar)	Yes	No		_
26.	Is the sub-recipient institution mature?		Yes	No		_
27.	Does the sub-recipient institution have conflicts of interest (evidence of an acc		Yes	No		_
roject Scored)	Questions					_
28.	What is the prime sponsor type?				Sco	re
29.	What is the prime award type?			· · · · · · · · · · · · · · · · · · ·		_
30.	Amount of outgoing funds?			····		_
31.	What is the percentage of the prime award being subcontracted (specific to this sub-recipient – not total)?					_
32.	Does the work include human subjects, animal subjects, or embryonic stem cells?	Yes N	0			_
33.	What are the sub-recipient's scope of work/deliverables?			<del> </del>		_
34.	Where is the place of performance?			· · · · · · · · · · · · · · · · · · ·		_
				Assessed Risk		Sco
	nent Performed:			Institution		
Initials	s Date			Project		

Total

# SVSU - OFFICE OF SPONSORED PROGRAMS FINANCIAL QUESTIONNAIRE

# Subrecipient Financial Questionnaire

Instructions: This form must be completed prior to execution of a new subaward, and again whenever there are audit findings related to Federal awards. Copies of organizational policies may be substituted for written answers in appropriate cases. Please include a copy of any required documentation and return to Sponsored Programs Office at SVSU.

Subaward Ref:	Subrecipient PI	
PI:	Project Period:	
Project Title		
Subrecipient Organization Name		
Fiscal Year Begin/End Dates		

#### **General Information:**

Yes / No	1. Does your organization have its financial statements reviewed by an independent
	public accounting firm?

- Yes / No 2. Are duties separated so that no one individual has complete authority over an entire financial transaction?
- Yes / No 3. Does your organization have controls to prevent expenditure of funds in excess of approved, budgeted amounts?
- Yes / No
  4. Other than financial statements, has any aspect of your organization been audited within the last two years by a governmental agency or independent accounting firm?

If yes, please explain and provide a copy of any recent external audit report:

#### Cash Management:

Yes / No 5. Are all disbursements properly documented with evidence of receipt of goods or performance of services?

Yes / No 6. Are all bank accounts reconciled monthly?

#### Payroll:

Yes / No 7. Are payroll charges checked against program budgets?

8. Please describe the system your organization uses to control and report paid time on sponsored projects:

### **Procurement:**

Yes / No 9. Are there procedures to ensure procurement at competitive prices?

Yes / No 10. Is there an effective system of authorization and approval of capital equipment?

# **Property Management:**

- Yes / No 11. Are detailed records of capital assets kept and periodically balanced with general ledger accounts?
- Yes / No 12. Are there effective procedures for authorizing and accounting for the disposal of property and equipment?
- Yes / No 13. Are detailed property records periodically checked against physical inventory?

# **Cost Transfers:**

- 14. How does the organization ensure that cost transfers are legitimate and appropriate? (May attach copy of Cost Transfer policy).
- 15. Please describe the organization's indirect cost allocation plan or negotiated indirect rate. Please attach a copy of any negotiated indirect cost rate agreement.

Yes / No

16. Does the organization have procedures to ensure that consistent treatment is applied in the distribution of charges to grants, contracts, and cooperative agreements?

# Compliance:

Yes / No

17. Does your organization have a formal policy of nondiscrimination, and a formal system for complying with Federal civil rights requirements?

APPROVED FOR SUBRECIPIENT The information and representations provided above have been made by an authorized official of the Subrecipient named herein					
Signature of Subrecipient's Authorized Official	Business Email Address Phone				
Date					
Name and Title of Authorized Official	Business Name				

# RESEARCH SUBAWARD AGREEMENT AMENDMENT

Research Subaward Agreement Amendment					
Pass-through Entity (PTE)			Subrecipient		
PTE: Saginaw Valley State University	Subrecipient:				
Address: Wickes 314, 7400 Bay Road, University Center, MI 48710-0001	Address:				
	EIN:	[	DUNS No:		
PTE Principal Investigator (PI):	Subrecipient Pri	ncipal Investig	ator (PI):		
PTE Federal Award No:	FAIN:	Fee	deral Awarding Ager	ncy:	
Project Title:					
Subaward Period of Performance: Start Date: End Date:	Amount Funded This Action:		Amendment No:	Subaward No:	
Effective Date of Amendment:	Total Amount of Fe	ederal Funds o	obligated to date:	Subject to FFATA  ☐ Yes ☐ No	
Amendm This Amendment revises the	ent(s) to Original above-referenced I			as follows:	
All other terms and conditions of	f this Subaward	d Agreeme	nt remain in full	force and effect.	
By an Authorized Official of Pass-through E	ntity:	By an Author	rized Official of Sul	orecipient:	
Name: Donald Bachand, PhD Title: President	Date	Name: Title:		Date	

#### CONTRACTING WITH EXTERNAL ORGANIZATIONS

#### Procedures

SVSU faculty work with external organizations/employers on projects and many times include students. Most faculty independently arrange for students to conduct this work with the external organization or employers. Depending on the college/department, these projects are being implemented as student internships, senior design projects, contracts, or a combination of these activities.

The Office of Sponsored Programs has been approached by the Deans with questions and requests to create a process for external agreements that incorporate the aspects of faculty oversight, mentoring, supervision of students, students conducting a scope of work, the utilization of SVSU resources (faculty expertise, facilities, equipment, staff) upholding university policies and procedures.

The Office of Sponsored Programs has a process in place for external grants and contractual agreements. To support external educational and research opportunities for our faculty and students, the following process has been approved. SP will assist in completing the contract documents and monitor the project work, as we do for all external funding where reporting is required.

Faculty/Staff working with external organization will contact Sponsored Programs when it's necessary to initiate an agreement and develop a project scope of work and budget. The scope of work will be incorporated into a template (see sample) outlining the roles and responsibilities of the participating faculty, students, and external organization(s). During the project, SVSU policies/procedures will be followed by the participating faculty and students.

The budget will be developed to identify all project costs.

- 1. The project will go through the transmittal process for approvals if there is external revenue collected by SVSU to conduct the project.
- 2. <u>Faculty</u> who agree to supervise/mentor students per project can receive compensation that includes FICA, and retirement (based on SVSU salary and documentation of hours) for projects where students <u>do not receive academic credit.</u>
- 3. <u>Students</u> can be compensated based on the scope of work and the number of hours. FICA will be budgeted for all student wages in the spring and summer. Students are limited to working a maximum of 20 hours per week during fall/winter semesters; 29 hours per week during SP/SU; and meet the requirement for credit hour enrollment for student employment).
- 4. There may be circumstances where students can receive both academic credit and wages. This will be reviewed on a case-by-case basis. When the student receives credit for the work, <u>faculty members will not be compensated.</u>
- 5. If there is compensation to faculty and/or students to conduct the project, the University's indirect cost rate (currently at 45% of salary and fringes) will be applied per University policy.
- 6. If there are no wages, only costs included to conduct the project (i.e. supplies, travel), then an adjusted indirect cost rate of 10% of total will be included in the project budget. Travel to/from a site included in the scope of work can be reimbursed to both faculty and students based on SVSU travel/mileage reimbursement policy.
- 7. The indirect cost recovered through the project will be internally distributed per University policy 50% retained by the University; 25% to the participating Dean/VP; 25% to Sponsored Programs.
- 8. Similar to external grant funding, the Office of Sponsored Programs staff will work with the faculty to monitor the project and assure reporting requirements are met.
- 9. If this is an educational/research project that is not class based and external revenue is not collected by SVSU, report this project to your Dean for approval.
- 10. If this is a non-instructional/non-classroom/non-semester driven project or a "work for hire" project (i.e. Independent Testing Lab, consulting services), the project will be referred to Cardinal Consulting.

# SAMPLE SCOPE OF WORK

# CARDINAL SOLUTIONS http://svsucardinalsolutions.org

December 5, 2020

SVSU Cardinal Solutions will complete the following scope of work for the SVSU Art Department.

### Scope of Work

# 1) Hallway Graphics / Icons for each

Focus in on alumni and their careers. We will show the alumni in their place of work, and list the degree they earned, as well as how that degree applies to other careers.

- Graphic Design
- Art
- BFA
  - graphic design
  - ceramics
- Art Education
- Art History

#### 2) Handouts - \$600

- RSO sheet (rather than multiple sheets)
- sign-up cards (add alternative or parent email)
- single sheet Major/Minor lists including career info
- single sheet for each major course listing

# 3) Brochure - \$600

- remove 10 tips
- required classes
- description of program
- update courses
- brief overview of facilities: mac labs equipment list, studio equipment list, university art gallery, and Marshall Fredericks Sculpture Museum
- recent grad / career prospect

# TEAM:

#### Interns

- 1- technical writer
- 1 designer

Indirect Costs: \$120

Total: \$1,320

Thank you,

[professor name] [title}

[title] email
Director Cardinal Solutions 989-964-xxxx

- 1. **Contract Expenses –** Invoice for \$[total dollar amount] will be issued on completion of deliverable to [client name] to support project expenses; all funds will be retained by SVSU. Funds are deposited into an SVSU account and University policies will govern expenditures— see http://www.svsu.edu/sponsoredprograms/procedures-university-policies.html
- 2. **Non-disclosure/Confidentiality Agreement.** Company/organization information related to this project shall be held in strict confidence by participating SVSU faculty and students unless otherwise required by law. Any proprietary or trade secret information in SVSU's possession will be discarded at the end of the project.
- 3. **Intellectual Property.** If SVSU faculty or students develop intellectual property during this project, ownership is retained by the developers per SVSU policy.
- 4. **Publication Rights.** The University will retain right of first publication of research results for our faculty and students participating in the project.
- 5. **Non-Competition.** SVSU faculty and students will not use any information or knowledge developed during this project to compete with the client/organization's business. Likewise, the research conducted/educational services provided during this project will not supplant services normally purchased by the client/organization.
- 6. **Conflict of Interest.** SVSU faculty and students will be required to follow the University's Conflict of Interest policy.
- 7. **Export Control.** The project will be reviewed to determine if Export Control policies and procedures are applicable. If applicable, SVSU's Export Control policies and procedures will be followed. <a href="https://www.svsu.edu/sponsoredprograms/exportcontrols/">https://www.svsu.edu/sponsoredprograms/exportcontrols/</a>
- 8. **Indemnity/Hold Harmless Provision.** To the extent permitted by law, the external organization shall defend, indemnify and hold SVSU, its officers, officials, employees, and students harmless from any and all claims, injuries damages, losses or suits including attorney fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the sole negligence of SVSU. Should a court of competent jurisdiction determine that this agreement is subject to this clause, the jurisdiction is Saginaw County, Michigan.
- 9. **SVSU Policies and Procedures.** SVSU faculty and students participating in the project will be required to follow all applicable University policies and procedures.
- 10. **Project Close-Out.** To close out the project, Melissa Woodward will certify that your organization received the agreed upon service and/or final report by [end date]. Phone: 989-964-7488.

We look forward to working with you and your staff. Our students will greatly benefit from their educational and research experiences with this project.

I accept the contract conditions	6
SVSU Art Department	

Saginaw Valley State University

Signed	Date	Signed	Date
Name/Title		Name/Title	
Hideki Kihata, Dept. Chair		Deborah Huntley, PhD, Provost	

**Note:** If no funds are involved, Dean signs for SVSU; if funds are needed for the project, the proposal will follow the transmittal process requiring Provost or President to sign for SVSU.

# SVSU Confidentiality/Non-Disclosure Agreement (used by employer/organization, SVSU faculty, & students participating in the project)

This Confidentiality/Non-Disclosure Agreement is made by and between

[employer/organization name]	
And	
[SVSU faculty name]	
for proprietary information and intellectual property shar faculty/student(s) related to the [title of the project] cond semester.	
Company/organization information related to this project unless otherwise required by law. Any proprietary or trabe discarded at the end of the project.	
(Signed SVSU faculty)	(Date)
(Signed SVSU student)	(Date)

**Note:** insert additional signature lines for all participating students.



This Scope of Work is entered into pursuant to the terms of the Consultant Agreement between Saginaw Valley State University ("SVSU") and [name] ("Consultant") dated [start date]. The term of this Scope of Work begins [insert date] and ends [insert date].

SVSU and Client agree as follows:

# General Overview

Consultant shall provide SVSU with the following consulting services and resources: [insert description of services]

#### 2. Professional Services Fees

Consultant's fees will be calculated on completion and approval of a scope of work. Consultant's professional services provided under this Scope of Work shall be [insert amount].

#### 3. Payment

Consultant shall invoice SVSU yearly for all Consultant service fees and expenses in accordance with the Consultant Agreement.

The foregoing is agreed to by:

# SAGINAW VALLEY STATE UNIVERSITY CONSULTANT

Ву:	Ву:
Name: Deborah Huntley, PhD	Name:
Title: Provost and Vice President Academic Affairs	Title:
Date:	Date:





# **CONSULTANT AGREEMENT**

This Consultant Agreement by and between Saginaw Valley State University ("SVSU") located at 314 Wickes, 7400 Bay Road, University Center, MI 48710 and [name] ("Consultant") with principal offices at [address], dated [insert start date] ("Effective Date") sets forth the terms and conditions under which Consultant will provide certain consulting services to [name of project].

#### 1. SCOPE OF SERVICES

- 1.1 Consultant agrees to provide the professional consulting services ("Services") described on separately executed Scope of Work (the "Scope of Work") as may from time to time be issued hereunder. All items prepared or required to be delivered under any Scope of Work are collectively referred to herein as the "Deliverables."
- 1.2 Each Scope of Work shall be governed by the terms and conditions of this Agreement and, in the event of any conflict between this Agreement and a Scope of Work, the provisions of the Scope of Work shall prevail only with regard to the specific Services provided therein: schedule, term, rates, and charges associated with the applicable Scope of Work.
- 1.3 Consultant understands and agrees that by executing this Agreement, SVSU is not committing or obligating itself to use the services of the Consultant and that no work or charges are or shall be authorized hereunder unless and until authorized in writing by a Scope of Work signed by both parties.

#### 2. TERM

- 2.1 This Agreement shall remain in effect until terminated by either party as provided herein.
- 2.2 Each Scope of Work shall remain in effect until the work authorized thereunder is completed, as determined solely by SVSU, or is earlier terminated as provided herein.

#### 3. PRICE AND PAYMENT

- 3.1 Invoices may be submitted by mail to SVSU at the address provided above. All invoices must contain an SVSU Scope of Work or the invoice will be returned.
- 3.2 All proper invoices which have been timely submitted shall be paid by SVSU forty-five (45) days from receipt of Consultant's invoice.
- 3.3 Consultant shall only invoice SVSU for time in which Consultant is providing Services. Consultant shall not invoice SVSU for any other time including, but not limited to, travel, training, internal record keeping, time keeping, email, or on the job training.
- 3.4 Unless otherwise specified on a Scope of Work, Consultant shall be reimbursed for all reasonable out-of-pocket expenses, specifically authorized in writing by SVSU in advance, incurred in performance of a given Scope of Work. Consultant shall provide invoices, receipts and other supporting documentation in writing, as SVSU shall reasonably request for such expenses.
- 3.5 Consultant hereby agrees that SVSU may hold payment of Consultant's last invoice until Consultant has returned all SVSU-owned equipment (i.e. computers, computer accessories, building access cards) in Consultant's possession.

# 4. CONFIDENTIALITY

4.1 Consultant agrees to keep confidential all Deliverables and all technical, product, business, financial, and other information regarding SVSU (the "Confidential Information"), except that information which is in, or at any time becomes a part of the public domain through no act or omission of the Consultant; is independently discovered or developed by the receiving party using individuals who have had no contact with the Confidential Information; is rightfully obtained from a third party without any obligation of confidentiality; or is already known by the Consultant without any obligation of confidentiality prior to obtaining the Confidential Information from SVSU. Consultant shall not be liable for disclosure of Confidential Information if made in response to a valid order of a

court, authorized agency of government or other request under law; provided, that notice is given promptly to SVSU so that SVSU may evaluate, seek to protect the Confidential Information and/or engage in other efforts to minimize the required disclosure. The parties shall cooperate in seeking the protective order and engaging in such other efforts.

- 4.2 Consultant shall at all times protect and safeguard the Confidential Information and agrees not to disclose, give, transmit or otherwise convey any Confidential Information, in whole or in part, to any other party.
- 4.3 Upon request of SVSU or upon termination of this Agreement, Consultant shall promptly deliver to SVSU any and all documents, notes, or other physical embodiments of or reflecting the Confidential Information (including copies thereof) that are in its possession or control.

#### 5. OWNERSHIP

- 5.1 SVSU shall own all right, title and interest (including patent rights, copyrights, trade secret rights, trademark rights, sui generis database rights and all other rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Consultant in connection with Services or any Confidential Information (as defined herein) either before or after the Effective Date (collectively, "Inventions") and Consultant will promptly disclose and provide all Inventions to SVSU. All Inventions are "works made for hire" to the extent allowed by law.
- 5.2 In the event any Inventions are not deemed "works made for hire," Consultant hereby irrevocably grants, assigns and transfers all right, title, and interest of any kind in the Inventions to SVSU.
- 5.3 If any part of the Services or Inventions is based on, intellectual property rights owned or licensed by Consultant and not assigned hereunder, Consultant hereby grants SVSU and its successors a perpetual, irrevocable, worldwide, royalty-free, right and license to make, use, sell, sublicense, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit all such technology and intellectual property rights as if it were the full owner thereof.

#### 6. FACILITIES

6.1 To the extent Consultant has access to or uses the facilities or computer resources of SVSU, Consultant agrees to comply at all times with the applicable rules and regulations regarding safety, security, use, and conduct.

#### 7. RECORDS AND REPORTS

- 7.1 Consultant shall maintain complete and accurate records of the work performed hereunder, the amounts invoiced and hours worked. Such records shall be in accordance with standard accounting practices and shall include, but not be limited to, time sheets and written receipts for reimbursable expenses.
- 7.2 Copies of the foregoing records and a status report in such detail as SVSU shall reasonably require shall be furnished to SVSU at such times and frequencies as SVSU may request.

#### 8. WARRANTIES OF CONSULTANT

- 8.1 Consultant warrants that the Services shall be performed in a workmanlike and professional manner.
- 8.2 Consultant warrants that the Deliverables will not infringe, misappropriate or violate any copyrights, patents, trade secrets, or other proprietary rights of any person or entity (including, without limitation, SVSU).
- 8.3 Consultant further warrants that all Deliverables shall conform to applicable specifications and requirements as set forth in the applicable Scope of Work.

### 9. INDEMNITY

- 9.1 To the extent permitted by law, Consultant agrees to indemnify, defend and hold SVSU, its affiliates, subsidiaries, employees, directors, officers, and shareholders harmless from any and all claims and threatened claims by any third party, including employees of either party, arising out of, under or in connection with:
  - (i) the death or bodily injury of any third party, or the damage, loss or destruction of any tangible personal or

real property; or

(ii) an act or omission of Consultant in its capacity as an employer of a person and arising out of or relating to: (a) federal, state or other laws or regulations for the protection of persons who are members of a protected class or category or persons, (b) sexual discrimination or harassment, (c) work related injury or death, (d) accrued employee benefits, (e) on a claim that a Deliverable or Invention infringes a copyright, patent, trade secret or other proprietary rights of a third party; and (f) any other aspect of the employment or contractual relationship.

#### 10. TERMINATION

- 10.1 This Agreement or any Scope of Work hereunder may be terminated prior to expiration or completion in accordance with the following:
  - (i) By SVSU without cause on five (5) days written notice.
  - (ii) By Consultant in the event SVSU has failed to perform any obligation required to be performed under this Agreement or a Scope of Work and such failure is not corrected within thirty (30) days from receipt of written notice advising of such failure from the other party.
- 10.2 Upon completion, termination, or expiration of this Agreement or a given Scope of Work, Consultant shall deliver to SVSU all copies of all Deliverables in their then current form or state, whether complete or incomplete.

#### 11. INDEPENDENT CONTRACTOR

11.1 Nothing in this Agreement shall be deemed to make Consultant an agent, employee, or partner of SVSU. Consultant shall not be entitled to any of the fringe benefits of SVSU and shall have no authority to bind, commit, contract for, or otherwise obligate SVSU in any manner whatsoever. Furthermore, Consultant shall withhold and pay Social Security, income taxes, and other employment taxes on behalf of itself and its employees.

#### 12. LIMITATION OF LIABILITY

- 12.1 IN NO EVENT SHALL SVSU BE LIABLE ON ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT SVSU HAS PAID UNDER THE SCOPE OF WORK WHICH GAVE RISE TO THE CAUSE OF ACTION.
- 12.2 IN NO EVENT SHALL SVSU BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOOD WILL EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

# 13. INSURANCE

13.1 Consultant shall, at its expense, procure and maintain during the term of this Agreement the following insurance: (i) worker's compensation as required by applicable worker's compensation laws; (ii) commercial general liability insurance covering all operations of Consultant, with reasonable limits given the nature of the Services performed.

#### 14. **NON-DISCRIMINATION**

14.1 The Consultant shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against an employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, including a benefit plan or system or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, familial

status, marital status, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

#### 15. GENERAL TERMS AND CONDITIONS

- 15.1 This Agreement and its Exhibits and Scope of Works constitute the sole and exclusive statement of the terms and conditions hereof and supersede any prior discussions, writings, and negotiations with respect thereto.
- 15.2 The parties agree that this Agreement cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.
- 15.3 Consultant agrees to comply with all applicable laws, regulations, and ordinances relating to its performance under this Agreement.
- 15.4 The provisions set forth in Sections 4, 5, 7, 8, 9, 10.2, 12, 13, and 14 of this Agreement shall survive termination or expiration of this Agreement and any applicable Scope of Work hereunder.
- 15.5 THIS AGREEMENT SHALL BE GOVERNED AND INTERPRETED BY THE INTERNAL LAWS OF THE STATE OF MICHIGAN WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS THEREOF. ANY ACTION OR SUIT RELATED TO THIS AGREEMENT SHALL BE BROUGHT IN SAGINAW, MICHIGAN.

The parties hereto agree to the foregoing as evidenced by their signatures below.

#### **SAGINAW VALLEY STATE UNIVERSITY**

**CONSULTANT** 

By:	By:
Name: Deborah Huntley, PhD	Name:
Title: Provost and Vice President Academic Affairs	Title:
Date:	Date:

#### TRAVEL ABROAD TECHNOLOGY CHECKLIST

#### Limit the amount of data and number of electronic devices that you travel with!

- Do not take your standard SVSU issued laptop.
  - Make arrangements to pick up a loaner laptop from the Support Center and load only the data you need for the trip.
  - If special software is needed, you will need to plan ahead and request it at least oneweek in advanced.
- SVSU laptops are encrypted with BitLocker. There are restrictions for encryption in some countries. See State Department list of level 3 countries and above.
  - Some countries may ask for an Export Control Classification Number (ECCN):
    - Dell Laptop (no encryption)
       4A994 No Licensed Required (NLR)
    - Mac Laptop <u>5A992</u> No Licensed Required (NLR)
    - Bitlocker Encryption 5D992 No Licensed Required (NLR)
- If traveling with personal devices, back them up before departing and remove as much data as possible. Only take the data you need for the trip.

# Password expirations while travelling

 You may want to change your SVSU password before you leave to avoid any password expiration issues while travelling.

# Avoid sending sensitive information over unprotected connections!

- Access sensitive data remotely only via cloud-based applications (office 365).
- Avoid connecting to public Wi-Fi networks. It is very easy for criminals or governments to monitor activity on public, hotel, or café Wi-Fi networks.
  - If you must utilize public Wi-Fi, use a virtual private network (VPN) as it may afford a basic level of security.
  - Avoid using "free vpn" services. These free services often collect and sell personal information.
  - Global Protect VPN is provided on SVSU owned laptops.
- Do not transmit sensitive information (e.g., login credentials and passwords) via hotel business center (or other public) computers, kiosks or devices.
- Do not insert hardware (e.g., thumb drives or CDs) from unknown or untrusted sources into personal electronic devices. These could infect your device with a virus.

#### Do not make assumptions about privacy at any time!

- Some countries censor and monitor Internet activity. While some virtual private networks (VPNs) can bypass some levels of censorship, they should not be relied on to work at all times.
- There should be no expectation of privacy when traveling abroad.
- Electronic devices are subject to search by U.S. Customs and Border Patrol.

#### When you return from travelling abroad!

- Change your SVSU password.
- Before downloading any data or pictures from your devices, make sure they are scanned for viruses
- Factory reset the device to make sure you are not bringing back any viruses or eavesdropping applications.

Last revision 2019-03-27

# SAGINAW VALLEY STATE UNIVERSITY JOB DESCRIPTION

### STUDENT ASSISTANT-GRANT FUNDED JOB DESCRIPTION

**JOB SUMMARY:** Provide support and independently carry out a defined scope of work that is discipline specific

#### **ESSENTIAL DUTIES & RESPONSIBILITIES MAY INCLUDE:**

- Perform discipline specific tasks that require training and are performed under the supervision of a full-time staff member(s).
- Independent work on projects (i.e. writing, developing presentations, publications, etc.).
- Accurately and expeditiously perform data entry.
- Utilize microcomputer software (e.g., MS Word, Excel, Access; Corel Word Perfect, etc.) to complete tasks as assigned.
- Assist with record keeping, filing, and reporting.
- Develop tools to obtain services, utilize resources, and/or access assistance for full-time staff members.
- Appropriately refer people to various departmental resources (e.g., Internet solutions, publications, etc.)
- Create and update bulletin boards, campus postings, and department publications as directed.
- Arrange appointments, meetings, seminars for professional staff people.
- Participate in the implementation of events (e.g., ushering, security, orientation, etc.)
- Process mailings (i.e., fold letters, stuff envelopes, etc.) or e-mailings with appropriate attachments.
- Monitor and control access to facilities (i.e., buildings, laboratories, etc.).
- Track supply usage, conduct inventories, carry out experiments, scope of work assignments
- Work in a safe manner adhering to departmental guidelines and training.
- Dress appropriately for work/job requirements.

Describe key points/responsibilities relating to a specific grant position.

- Basic knowledge of a specific program, project or field:
- Specific major/minor required:
- Any public speaking requirements:
- Ability to work with deadlines:

#### **MINIMUM QUALIFICATIONS:**

Undergraduate students enrolled in SVSU classes as a degree seeking student (excludes guest students) Fall and Winter: at least 6 credit hours each semester

Spring / Summer: at least 6 credits total or be pre-registered for at least 6 credits for the upcoming Fall semester

Graduate students enrolled in SVSU classes as a degree seeking student (excludes guest students) Fall and Winter: at least 5 credit hours each semester.

Spring / Summer: at least 3 credits per term

SUPERVISION RECEIVED: Departmental student employee supervisor and/or his/her designee SUPERVISION EXERCISED: As assigned WORKING CONDITIONS: Work may be performed either outside or inside; Work may require exposur			
to adverse conditions RATE OF PAY:	□ \$xx.00/hr	' □ \$xx.00/hr	□ \$xx.00/hr

The above reflects the general details considered necessary to describe the essential functions of the job, and shall not be construed as an exhaustive statement of duties, responsibilities, or requirements that may be inherent in the job. It is not intended to limit or in any way modify the right of any supervisor to assign, direct, and control the work of employees under his/her supervision. The use of a particular expression or illustration describing duties shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

#### MUTUAL NON-DISCLOSURE AGREEMENT

, INC.	
MUTUAL NON-DISCLOSURE AGREEMENT	

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "A	Agreement") is made effect	tive as of
2020 (the "Effective Date") by and between	, Inc. ("	"), and Saginaw Valley
State University (the "University"), to assure the protection ar	nd preservation of the confic	lential and/or proprietary nature
of the information to be disclosed or made available by eac	h party to the other solely for	or use in discussion of possible
business collaboration (the "Permitted Use").	and Universi	ty may be referred to hereir
individually as a "Party," or collectively as the "Parties."		

WHEREAS, the Parties desire to assure the confidential status of the information which they may disclose to each other:

**NOW**, **THEREFORE**, in reliance upon and in consideration of the following undertakings, and for other good and valuable consideration, the Parties agree as follows:

- 1. As used herein, "Confidential Information" will mean any and all tangible and intangible, technical and non-technical information provided by one Party to the other Party, which may include without limitation information regarding: (a) patent and patent applications, (b) trade secrets, and (c) proprietary and confidential information, media, techniques, sketches, drawings, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of the disclosing Party, including without limitation the disclosing Party's information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing Party provides regarding third parties. If the Confidential Information is embodied in tangible material (such as documents, drawings, pictures, graphics, software, hardware, graphs, charts, or disks), it shall be marked "Confidential" or bear a similar legend at the time of disclosure. If the Confidential Information is disclosed orally or visually, it shall be identified as confidential before disclosure. Within thirty (30) business days following such a disclosure, the disclosing Party shall confirm and summarize the disclosure with a written description.
- 2. The term "Confidential Information" shall not include any specific portion of information that the receiving Party can demonstrate by competent written proof: (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available in the public domain; (b) is known by the receiving Party at the time of receiving such information, as evidenced by its records; (c) is hereafter furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by the receiving party without any breach of this Agreement; or (e) is the subject of a written permission to disclose provided by the disclosing Party.
- 3. Each Party shall maintain all Confidential Information received from the other Party in trust and confidence and shall not disclose any Confidential Information it receives to any third party or use any Confidential Information it receives for any use other than the Permitted Use. Nothing in this Agreement shall be construed to grant to the receiving Party any property rights, by license or otherwise, to any Confidential Information of the disclosing Party, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither Party will make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the other Party.
- 4. Confidential Information shall not be reproduced in any form except as required to accomplish the Permitted Use of this Agreement.
- 5. The Parties will protect the Confidential Information received with at least the same degree of care used to protect their own Confidential Information from unauthorized use or disclosure. Both Parties shall advise their officers, employees, independent contractors and Affiliates who might have access to Confidential Information of the confidential nature thereof. The Parties under this Agreement may disclose Confidential Information on a need-to-know basis only to their officers, employees, independent contractors and Affiliates who require such information to accomplish the Permitted Use of this Agreement and who are bound by a written agreement providing an obligation of confidentiality thereto and restriction on use thereof commensurate in scope with those provided in this Agreement. As used in this Agreement, the term "Affiliate" shall mean any entity that is a wholly owned

subsidiary of a Party, an entity that owns one hundred percent (100%) of the outstanding shares or voting rights of a Party (a "100% Shareholder"), or a wholly owned subsidiary of a 100% Shareholder. For clarity, any breach by an Affiliate of the receiving Party of the confidentiality obligations under this Agreement shall be deemed to be a breach by the receiving Party under this Agreement.

- **6.** All Confidential Information (including all copies thereof in written, graphic, electronic or other form and all documentation relating thereto) shall remain at all times the property of the disclosing Party, and shall be promptly returned to the disclosing Party after the receiving Party no longer requires such information to achieve the purpose of this Agreement, or upon request of the disclosing Party, and in any event, upon expiration or termination of this Agreement.
- 7. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information shall not be precluded to the extent such disclosure:
  - (a) is in response to a valid order of a court or other governmental body of a country or any political subdivision thereof; provided, however, that the receiving Party shall first have given notice to the other Party hereto and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued;
  - (b) is otherwise required by law or regulation; provided that receiving Party shall give notice to the disclosing Party and shall make a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required; or
  - **(c)** is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary for such purpose.
- 8. This Agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party. Each Party's obligations hereunder shall continue in full force and effect with respect to all Confidential Information of the other Party for three (3) years from the date of expiration or termination of this Agreement.
- 9. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Michigan, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Any disputes under this Agreement may be brought in the state courts and the Federal courts located in Saginaw County, Michigan, and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by both parties.
- 10. This Agreement constitutes the final, complete and exclusive agreement of the parties relating to the subject matter hereof and supersede all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both Parties.
- 11. The Parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. Neither Party shall assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of the other Party; provided, however, that \_\_\_\_\_\_ may assign this Agreement to any Affiliate or to any successor in interest by way of merger, acquisition or sale of all or substantially all of its assets provided that \_\_\_\_\_ remains bound, if it thereafter exists, by this Agreement.
- 12. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 13. All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth at the end of this Agreement or such other address as either Party may specify in writing.

**14.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Mutual Non-Disclosure Agreement to be executed as of the

Saginaw Valley State University	Company:
Ву:	Ву:
Signature:	Signature:
Date:	Date:
Effective Date	

#### THE IRS'S 20-FACTOR ANALYSIS

Determining the level of control you have over your workers is the key to resolving the issue of whether your workers are employees, for whom you have payroll tax obligations, or independent contractors, for whom you do not. When IRS auditors analyze this issue, they work through a list of 20 different factors before concluding whether a sufficient level of control is present to create an employer-employee relationship. You should go through this same exercise before you try to claim that someone who does work for you is an independent contractor and not your employee.

As you work through the list, keep in mind that the importance of each factor will vary depending on the type of work being done and the circumstances of your own particular case. Because this is a rather subjective analysis, your goal should be to honestly assess how great a risk you'll be taking if you plan to treat a worker as an independent contractor. In close cases, talk to your tax professional or request an <a href="IRS determination">IRS determination</a> of the worker's status. That being said, here are the 20 factors:

- 1. **Instructions.** Workers who must comply with your instructions as to when, where, and how they work are more likely to be employees than independent contractors.
- 2. **Training.** The more training your workers receive from you, the more likely it is that they're employees. The underlying concept here is that independent contractors are supposed to know how to do their work and, thus, shouldn't require training from the purchasers of their services.
- 3. **Integration.** The more important that your workers' services are to your business's success or continuation, the more likely it is that they're employees.
- 4. Services rendered personally. Workers who must personally perform the services for which you're paying are more likely employees. In contrast, independent contractors usually have the right to substitute other people's services for their own in fulfilling their contracts.
- 5. **Hiring assistants.** Workers who are not in charge of hiring, supervising, and paying their own assistants are more likely employees.
- 6. **Continuing relationship.** Workers who perform work for you for significant periods of time or at recurring intervals are more likely employees.
- 7. **Set hours of work.** Workers for whom you establish set hours of work are more likely employees. In contrast, independent contractors generally can set their own work hours.
- 8. **Full time required.** Workers whom you require to work or be available full time are likely to be employees. In contrast, independent contractors generally can work whenever and for whomever they choose.
- 9. **Work done on premises.** Workers who work at your premises or at a place you designate are more likely employees. In contrast, independent contractors usually have their own place of business where they can do their work for you.
- 10. **Order or sequence set.** Workers for whom you set the order or sequence in which they perform their services are more likely employees.
- 11. **Reports.** Workers whom you require to submit regular reports are more likely employees.
- 12. **Payment method.** Workers whom you pay by the hour, week, or month are more likely employees. In contrast, independent contractors are usually paid by the job.
- 13. **Expenses.** Workers whose business and travel expenses you pay are more likely employees. In contrast, independent contractors are usually expected to cover their own overhead expenses.
- 14. Tools and materials. Workers whose tools, materials, and other equipment you furnish are more likely employees.
- 15. **Investment.** The greater your workers' investment in the facilities and equipment they use in performing their services, the more likely it is that they're independent contractors.
- 16. **Profit or loss.** The greater the risk that your workers can either make a profit or suffer a loss in rendering their services, the more likely it is that they're independent contractors.
- 17. **Works for more than one person at a time.** The more businesses for which your workers perform services at the same time, the more likely it is that they're independent contractors.
- 18. **Services available to general public.** Workers who hold their services out to the general public (for example, through business cards, advertisements, and other promotional items) are more likely independent contractors.
- 19. **Right to fire.** Workers whom you can fire at any time are more likely employees. In contrast, your right to terminate an independent contractor is generally limited by specific contractual terms.
- 20. **Right to quit.** Workers who can quit at any time without incurring any liability to you are more likely employees. In contrast, independent contractors generally can't walk away in the middle of a project without running the risk of being held financially accountable for their failure to complete the project.

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# FLOWCHART FOR GRANT PROPOSAL DEVELOPMENT AND TRANSMITTAL PROCESS

Faculty/Staff member identifies grant or proposal opportunity and takes first steps.



- Research arantina agency's priorities.
- Identifies **Department goal** and **University goal** that aligns with this opportunity.
- ASAP: Initiates and maintains communication with Sponsored Programs in developing application and budget to ensure written application meets program guidelines.
- Identifies matching funds, if required. When applicable, prepares documents for IRB review; see http://www.svsu.edu/sponsoredprograms/ - choose Internal Review Board.
- Secures internal/external partners with letters of commitment.

# Countdown to submission date:



Day 8

The PI submits a copy of the grant guidelines (RFP), and a completed narrative and budget to Sponsored Programs.

- The PI and the Director review the proposal to ensure compliance with grant guidelines and University Policies.
- Recommended changes are made. The Transmittal Form is completed by SP Support staff.
- Designated responsibilities are detailed on the transmittal sheet for each signature required.
- Pl's signature indicates a commitment to carry out the project as proposed.



Controller's Office

The reviewed narrative and budget is submitted to the Controller's Office to ensure compliance with arant auidelines and University Policies; recommended changes are made.

The reviewed proposal is submitted to the IRB Committee for IRB approval, if required before submitted for funding.

The reviewed proposal is submitted to the IT Director for review of technology purchases: recommended changes are made.



Day 6

College Dean Foundation Director

The reviewed proposal is submitted to College Dean for review and to verify in-kind/ matchina funds and commitment of resources (as appropriate).

When appropriate, the Foundation Director reviews the proposal to be submitted to external foundations.



Day 6

VP for Academic Affairs

The reviewed proposal is submitted to the Academic Affairs Vice President and/or other Vice President for review and to verify inkind/matching funds and commitment of resources (as appropriate).



President

Day 4

The reviewed proposal is submitted to the President who is the authorized representative for SVSU and has been given signatory authority by the Board of Control.



Sponsored Programs

Day 🚯

Final formatting . . .



Final Proposal

If submitted electronically, agencies recommend submitting one day prior to final deadline.

If overnight mail is required, proposal is mailed the day before the final deadline.



Proposal Deadline

NOTE: If significant changes (i.e., inkind, matching, release time) are made by any individuals signing of during the transmittal process, the proposal needs to be circulated to all previous signers for approval.

Once awarded the PI agrees to submit the award letter to Sponsored Programs. When changes in awarded amount occur, the PI agrees to meet with Sponsored Programs to revise budget and scope of the project.

If award is declined, PI agrees to submit notice of declination and reviewer's comments to the Sponsored Programs office.