

Research Administration Manual for Standard Operating Procedures

Bowling Green State University

Division of Research

Research Administration Manual for

Standard Operating Procedures

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The Agreement contains an Indemnity clause in which the sponsor agrees to indemnify and hold harmless (a language to that effect) the BGSU. Make sure the language says that the sponsor is indemnifying BGSU, NO BGSU is indemnifying the sponsor.	Т
The Agreement contains a clause limiting damages that can be claimed or awarded in the event the Agreem is breached by BGSU. See Exhibit A below for an example	
The Agreement contains a clause in all CAPITAL LETTERS disclaiming warranties. See Exhibit A (below) for an example. If the Agreement does not contain a clause in capital letters disclaiming warranties, ask for the language in Exhibit A to be inserted. If the sponsor refuses or wants to use different language, send to the Associate General Counsel.	
The Agreement contains an Intellectual Property clause or Patents clause which provides that invention created by Bowling Green State University researchers will belong to the BGSU. It is OK for the Agreement to also provide that inventions created jointly by Bowling Green State University researchers and researchers the sponsor are jointly owned by BGSU and the sponsor.	o from
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1: ELECTRONIC RESEARCH ADMINISTRATION PLATFORM OVERVIEW

1.1. CAYUSE PLATFORM LAYOUT

The Division of Research uses the Cayuse platform to initiate, process and track proposals and awards. In addition, the system is the official record for proposals and awards. Therefore, all project-related documents (e.g., full proposal, budgets, critical PI communications, sponsor communications) should be linked to the proposal and/or award files. All critical data input (as outlined below) is to be included.

1.2. SPONSORED PROJECTS MODULE

The Sponsored Projects (SP) Module is used to initiate the proposal (Proposal Dashboard) and will be the interface through final internal approval. The SPC will initiate the proposal after receiving a Proposal QuickStart Survey.

The SPC will utilize the SP module to: (1) input critical data fields (2) ensure research integrity requirements (i.e. RCR, FCOI, Export Control, Certifications), (3) upload a budget (after review/revision of PI draft budget), budget justification, and a project summary, (4) upload the signed Institutional Commitment Form for any institutional commitments, (5) record critical PI communications, (6) include following Proposal Development note: *final documents will be uploaded after administrative review/approval*, (7) route the proposal for internal approvals, and (8) initiate an award, (9) update award data, (10) maintain PI and sponsor communication records (e.g., negotiations), (11) transfer data to Grants Accounting, (12) upload award documentation, and (13) update award data to account for NCE, Continuations, Supplements, etc. See the SP Proposal Development and Award Development SOP's for guidance.

Pre-proposals with detailed budgets (not just a budget cap aligned with call limit) and/or institutional commitments are also routed through the system for normal approval and submission.

Multiple documents will be uploaded to this module – documents that are normally outward facing go in the proposal form attachments tab and documents that are inward facing go in the proposal form additional information tab. Examples follows (Note: this is not an exhaustive list):

Attachments Tab (Outward Facing): Narrative, Budget, Budget Justification, Data Management, Subaward/Consultant letter of commitment, Scope of Work, Budget, & Justification, etc.

Proposal Form Tab – Additional Information (Inward Facing): Proposal QuickStart Survey, Consult, Critical Communications, Institutional Commitment forms, Sponsor proposal instructions i.e., RFP, Subaward/Consultant determination, risk assessment, screening, etc.

If an award notification is received and fully executed, when applicable, then the SPC initiates an award in the SPC Module from the Proposal. Select data from the Proposal will prepopulate the award, but some fields will need to be manually entered. Manual entry fields are those that have likely changed upon award (e.g., start/end dates, budget amounts). It is critical that all required data fields are accurate, as this information will be used for high-level award reporting and for award initiation in PeopleSoft. In addition, award-related documents i.e., new, continuation, supplement, deobligation (unobligated balances), no cost extension, date change, investigator change, suspension (Stop Work Order), termination, etc. must be uploaded to maintain a full eRecord.

1.3. PROPOSALS S2S MODULE

The SPC will utilize the Proposals S2S module to prepare and submit federal grant proposals going into Grants.gov. See the <u>Proposals S2S Cayuse Help Center</u> for guidance. For submissions to the National Science Foundation (NSF), BGSU strongly recommends using Research.gov.

1.4. ADMIN MODULE

The Cayuse Platform's Admin Module stores all of BGSU's data on users, persons, units, external organizations, teams, and trainings in one place. This allows SPC's to use the same data across all of your BGSU's Cayuse applications/modules.

See the Admin Module Cayuse Help Center for guidance.

1.5. CRITICAL COMMUNICATIONS

All critical emails (see below chart) should be recorded in the Cayuse system. While this approach does not preclude back-and-forth communication with a PI using your own email, any major decisions/interactions should be documented in the Proposal and Award Modules under the Attachments Tab. For example, if you have worked extensively with a PI to resolve an internal commitment issue, you could print the email chain as a PDF then upload as an attachment in Cayuse noting in the comment field that your understanding is that the issue has been resolved by "insert text". This approach records critical interactions and documents SPC efforts, ensuring a complete eRecord and allowing for easier workflow among SPCs, if needed (e.g., vacation, sick leave).

The SPC will: (1) record significant PI interactions and (2) record critical communications (see below).

*Timing Exception: When the Proposal QuickStart Survey is received within 72 hours of sponsor submission date then a note to file that consult was not completed due to date received.

Technical Notes: (1) Cayuse emails appear to originate from "DO NOT REPLY@Cayuse.com"; SPCs may want to consider a footer indicating that responses should be directed to the SPC. (2) The Cayuse notification system does not allow for attachments.

The communications listed below MUST be included in the Cayuse Attachments Tab linked to each module:

Cayuse Module Communications	Delivery/Record Mode
Proposal Dashboard	
PI Post Survey Email	Qualtrics automated email outside of Cayuse.
PI Cayuse Proposal Created Notification Email	Cayuse-generated task from SPC.
*PI Consult or Contract Consult Email	SPC uploads Consult to Cayuse Attachments.
FCOI Training/Disclosure email(s) to PI and/or co-PIs	Cayuse-generated email.

FCOI Training/Disclosure email(s) to Pland/or co-Pls (follow-up) SPC generated email using Cayuse Send Notifications. RCR Training email(s) to PI and/or co-PIs Cayuse-generated email. RCR Training email(s) to PI and/or co-PIs (follow-up) SPC generated email using Cayuse Send Notifications. SPC generated email outside of Cayuse **Budget Review is Completed** or using Cayuse Task. PI Approval Initiation Email Cayuse-generated email. Email summary of substantive issue(s) resolutions SPC Uploads resolution communication to Cayuse Attachments. Submission complete (Internal Approval) SPC generated email outside of Cayuse or using Cayuse-generated email. Email summary of substantive issue resolutions post-institutional SPC Uploads resolution communication approval, when applicable to Cayuse Attachments. Submission complete (Sponsor Submission [after proposal is SPC generated email; SPC uploads final submitted to sponsor, the SPC sends email to PI then uploads final proposal submission document to proposal submission documents to Cayuse attachments; SPC must Cayuse Attachments and includes PI include note in the appropriate section that indicates what time notification note. and date PI was notified]) SPC uploads sponsor communications **Sponsor Communications** to Cayuse Attachments. **Award Dashboard** PI Congratulatory Email SPC generated email outside of Cayuse or using Cayuse Send Notifications. Award delay/Institutional Prior Authorization System Form (IPAS) SPC generated email outside of Cayuse or using Cayuse Send Notifications. email(s), if needed

Email summary of substantive issue resolutions with PI	SPC uploads resolution communication
	to Cayuse Attachments.

Sponsor communications SPC uploads sponsor communication to Cayuse Attachments.

1.6. CRITICAL DATA FIELDS

Consistency in data input is critical for downstream reporting and award needs. See **Appendix E** for a complete list of required data fields by module. There may be other fields that will be useful or necessary, depending upon the nature of the proposal/award, but this is meant as a guide for basic, required data input. Additional information is provided below for the Cayuse budget fields.

Notes:

- (1) Detailed budget preparation will be required to complete data input in Cayuse.
- (2) For internal approval, a budget justification is also required, and the **PI should be allowed to choose the format** for justification alignment to prevent duplication of effort between internal approval and proposal submission. Internal approvals may proceed with a budget justification that aligns with the Cayuse budget and/or an uploaded budget template; however, the **Cayuse budget totals should align with any uploaded budget**.
- (3) Some areas have data input fields that must use pre-determined responses (see **Appendix E** and instructions below).

Total Direct Costs. Input total direct costs for the following categories for all project years combined: Personnel (Salary/Fringe) Equipment (purchase or rental), Travel (foreign or domestic), Participant Support Costs (Stipend, Tuition, Travel, Subsistence, Other), Other Direct Costs (Materials or other categories, as appropriate), Subawards, etc.

Subawards. Upload all subaward forms, including the budget, budget justification and Subrecipient Commitment form. See Subaward Management SOP in Appendix 16.

Institutional Commitments. All monetized institutional commitments from the Institutional Commitment Form must be represented in this document. All reductions in F&A (whether waived or due to sponsor regulations) should be represented in the Unrecovered F&A field. Waived or lost F&A will require additional information in the cost-sharing section. All monetized (cash or in-kind) institutional commitments must be entered into the cost-share screen and should be divided by income source and grant period. The Cost Share Budget in Cayuse should indicate the college or administrative unit assuming the costs. If the cost-share is due to lost F&A because the sponsor agency has a required F&A that is below the federally negotiated rate, use the Unrecovered F&A field to document. Provide additional information in the Unit Details field to indicate the exact unit number for the income source (e.g., department).

Finally, indicate the "Cost Share Type": mandatory, voluntary committed, or voluntary uncommitted.

F&A Rates. Select the appropriate F&A base (i.e., TDC, MTDC) This information is critical for Grants Accounting.

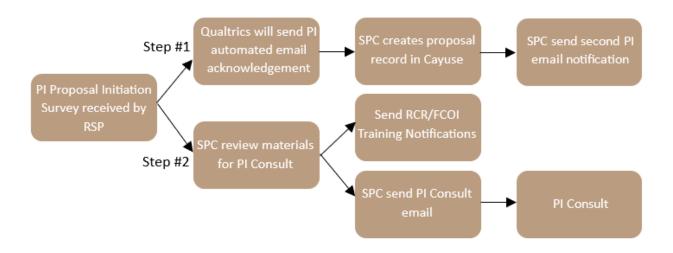
^{*}See timing exception above

Subawardee. If we are the <u>subawardee</u> then the lead organization should be clearly designated, and a Prime Sponsor should be added. For example, if the lead organization is University XYZ (input information in Cayuse Sponsor data field) then it is likely there is a prime sponsor i.e., NSF (input information in Cayuse *Prime Sponsor Code* data field). The subawardee budget should be completed according to the Subaward Management SOP (see Appendix 16). The total project budget should be uploaded to the project file.

2: PROPOSAL DEVELOPMENT

2.1. PROPOSAL INITIATION

The PI initiates a proposal using the Proposal QuickStart Survey. SPCs will be notified when a proposal survey is submitted. After a survey is received, an automated email will be sent to the PI with the first email acknowledgement. See email templates in Appendix B. After initiating the proposal in Cayuse, the SPC will review materials in preparation for the PI Consult (see template in Appendix C). The detailed workflow is shown below, and a SPC Checklist is included in Appendix A.



Proposal QuickStart Survey. The first step in initiating a grant proposal is for the PI to complete the Proposal QuickStart Survey. The survey can be accessed here. When the PI submits the survey, the appropriate SPC is automatically notified. PI Proposal Initiation Survey Instructions are below for reference.

PI general instructions:

Welcome to the Research & Sponsored Programs Proposal Launch

Please answer all questions to the best of your ability with the project information currently available. Anticipated completion time is approximately 30 minutes. You may start and return later, as needed, prior to survey submission.

The information that you provide will allow the sponsored program coordinator (SPC) to initiate your proposal in the electronic research administration system and prepare proposal-specific regulatory information. After submitting this survey, you will be contacted by an SPC for an initial PI consult to review your proposal submission and timeline. By obtaining this information upfront, Research & Sponsored Programs hopes to streamline your overall submission process.

PI instructions for proposal information section:

Answer all questions to the best of your ability, knowing that you can later work with your Sponsored Programs Coordinator (SPC) to clarify/change information as needed.

If you later have extensive changes, the SPC may ask you to resubmit this survey to ensure accuracy and clarity in the process. Note: Your survey responses are uploaded as part of your proposal file.

PI instructions for budget, export control and compliance sections:

Tip: If you are unsure about an item, it is probably better to indicate "yes" so that you receive additional information from the sponsored programs coordinator.

COMING SOON: The Center for Regional Development (CRD) will have an alternate Proposal QuickStart Survey for BIDS – Currently in Development.

Acknowledgment email. Use the templated email to notify the PI of survey receipt and SPC assignment.

Proposal initiation and PI notification. (1) Initiate a proposal in Cayuse using the survey information provided by the PI; (2) upload the Proposal QuickStart Survey as a record attachment; and (3) send the second templated email confirmation to the PI.

SPC Review & PI Consult email. To prepare the PI Consult email (using the provided template), the SPC will review:

(1) the information provided in the Proposal QuickStart Survey, (2) the solicitation, (3) agency guidelines, (4) training requirements/fulfillment, and (5) senior personnel salaries. The Proposal QuickStart Survey responses should be appropriately reflected in the PI Consult template by selecting the correct language (see highlighted text). Solicitation- and agency-specific information should be added to the email template, as indicated. For solicitation review, the SPC should search for requirements (e.g., "must", "required") both within the technical and non- technical sections. The SPC will verify training requirements in Cayuse (e.g. RCR/FCOI, IBC/Other Compliance Trainings, etc.). Finally, add senior personnel salary information to the PI Consult template to allow the PI to draft a budget.

Training Notification: Send templated email notifications (via Cayuse) to PI/co-PIs/Senior Personnel, as needed.

2.2. PROPOSAL PREPARATION

The PI should be encouraged to move forward to internal approval as early as possible. This approval should be completed 1-2 months prior to the submission deadline to allow dedicated time for the PI to work on proposal content. Every effort should be made to ensure that a PI is only being asked to handle proposal submission issues/items that a SPC cannot administratively handle. The goal is to direct faculty time to proposal technical content to improve overall proposal quality and fundability.

2.3. CERTIFICATIONS

The SPC sends notifications (via Cayuse) to PI, co-PIs and Senior Personnel to complete certifications. This should be done early on (and reminders from the SPC may be required) to complete prior to internal approval routing. Note: the PI/co-PI/Senior Personnel get a link directly to the proposal within Cayuse.

The email subject and text received by stakeholders is shown below for reference:

Dear {{Target.FirstName}} {{Target.LastName}}:

Proposal {{Proposal.Number}} on which you are listed on the research team has been distributed for review. Your certification is required before this proposal may be submitted to the sponsor.

Please complete this action at your earliest convenience to ensure the proposal can be reviewed and submitted prior to the sponsor deadline.

To certify this proposal, please log in to {{anchor Proposal.link "Cayuse Sponsored Projects"}}.

Your signature(s) indicates that you have read, understood and agree with BGSU's certifications and assurances associated with submitting external grant proposals.

BGSU Grant Proposal Certifications and Assurances:

That the information submitted within the application is true, complete and accurate to the best of the PI's knowledge;

That any false, fictitious, or fraudulent statements or claims may subject the PI to criminal, civil, or administrative penalties; and That the PI agrees to accept responsibility for the scientific conduct of the project and to provide the required progress reports if a grant is awarded as a result of the application.

I am not delinquent on any federal debt;

I am not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from current transactions by any federal department or agency;

I have not and will not lobby any federal agency on behalf of this award;

I am aware and agree to abide by <u>BGSU's Drug Free Workplace and Reasonable Suspicion Protocol Policy (3341-5-12)</u>;

I agree to abide with the University's research policies;

I recognize my responsibility to explain the <u>BGSU COI Policy (3341-7-1)</u> to all individuals employed on any project I supervise and to report any potential COI to the Director of OSPR;

I agree to be bound by the terms and conditions of the outside grant or contract which supports this proposed activity and, in consideration of the information and facilities made available to me by BGSU or the outside sponsor, to assign copyright and patent right to BGSU in accordance with the terms and conditions of <u>BGSU's Patent (3341-7-3)</u> and <u>Copyright (3341-7-2)</u> policies.

The attached proposal complies with all applicable federal standards for the integrity of research and I will be fully responsible for meeting the requirements of the award including proper stewardship of sponsored funds and submission of technical reports and deliverables on a timely basis. I understand that computer equipment purchased on a grant or

contract is the property of BGSU and subject to applicable sponsor guidelines for disposition or university regulations on property disposition.

2.4. LETTERS

Sometimes sponsors will request and/or require supporting letters. The SPC should carefully outline approved types of letters in the PI Consult email and verify formatting during the administrative review. Violation of supporting letter policies can lead to proposals being returned without review. For example, NSF has two unique types of letters: (1) Letters of Collaboration are templated letters that simply confirm willingness to participate and (2) Letters of Support that are only accepted if indicated in the solicitation. PIs should be directed to the Letter of Collaboration language in the NSF PAPPG, as appropriate, and Letter of Collaboration template within the Proposal Preparation Resources on the research website.

If an institutional letter is requested/required as part of a proposal, the SPC will secure signatures from BGSU's VPR or Provost. If the letter is from the departmental or college level, then the PI will secure the signature.

2.5. EXPORT CONTROL

The key to export control at the pre-proposal/proposal stage is to get ahead of any issues by educating the PI. The templated email that is sent to PIs contains all pertinent information regarding export control issues and is sufficient for low-risk STEM projects. However, certain STEM proposals will need special attention to address potential export control issues. Specifically, the following issues would trigger Research Integrity engagement:

- 1. Research with satellites, missiles, rockets, propellants, and energetic materials; military items, services, or technologies; or nuclear energy or technology; artificial intelligence; software source code or technology not commercially available; semiconductors; drone technology; or robotics.
- Proposals that involve or originate from the Department of Defense, Central Intelligence Agency, NASA, National Security Agency, National Geospatial Intelligence, Oak Ridge National Laboratory, Department of Energy, Department of Homeland Security, or United States Nuclear Regulatory Commission.
- 3. A proposal that is NOT clearly fundamental research for export control purposes, meaning that the PI is free to publish the results of their research, though sponsors may have a brief period of review to remove proprietary information and information related to a forthcoming patent.
- 4. Proposals that include any restriction on the involvement of foreign persons or restricting participation to

U.S. citizens only.

For items 1-4, the Director of Research Integrity will be notified directly from the survey platform. Once the Director of Research Integrity is notified, an email will be sent from the Director of Research Integrity to the PI (with the SPC copied) or the Director of Research Integrity will notify the SPC that no follow up is necessary. The email should be uploaded to the Cayuse record.

Additional background and details related to export control are included below.

Export Control Laws ("ECLs") are a complex set of regulations that govern how information, technologies, and materials can be transferred to persons and entities in other countries, or to persons who are from other countries but are present in the United States. There are three main regulations:

- 1. The International Traffic in Arms Regulation ("ITAR") which restricts the export of military items and is administered by the State Department.
- 2. The Export Administrative Regulations ("EAR") which pertains to dual use items that can be used for either civilian or military purposes and is administered by the Department of Commerce.
- 3. The Office of Foreign Asset Control ("OFAC") which is administered by the Department of the Treasury and enforces sanctions against individuals and countries.

The ITAR and the EAR prohibit certain items, information, and technologies from being physically or electronically sent abroad or shared with a foreign national, except asylees, refugees, and green card holders, here in the United States. Those specific items, information, and technologies listed within those regulations. The EAR and the OFAC prohibit or restrict transactions with certain individuals, entities, governments, and institutions.

Export control issues can arise in STEM¹ research contracts. However, universities can avoid many export control concerns, particularly with respect to the results of research, if the research fits the definition of "fundamental research." **Fundamental research** means research in science, math, and engineering the results of which ordinarily are published and shared broadly within the research community. In other words, the research is fundamental so long as the sponsor does not place any restrictions on publication, except for a limited review to remove proprietary and patent-related information.

In addition to a publication restriction, the fundamental research exception can also be destroyed if the sponsor limits participation to U.S. citizens and green cardholders. In other words, if foreign nationals are restricted from research participation, the research is not fundamental research.

Export control issues can also arise if a sponsor provides a researcher with items, technology, or information that is export controlled. This can especially occur when a non-disclosure agreement ("NDA") is in place to control the disclosure of the information provided by the sponsor. This can create an issue even if the research qualifies as fundamental research because fundamental research only protects the results of the research from being export controlled. Fortunately, this concern can be alleviated by the inclusion of certain contract terms that inform the sponsor that foreign nationals may be working on the project and prohibit the sponsor from providing any export-

¹ "STEM" should be read as primarily concerning research in engineering and the physical sciences. Biology research can also raise concerns if the research involves pathogenic viruses and bacteria. Public health research contracts tend to be lower risk though researchers who travel with equipment may raise issues that will need to be addressed when they travel.

Controlled information without informing the University and giving the University the ability to decline to receive the information.

At the present time, the University only performs fundamental research. The sponsored programs coordinator's roles are to 1) make STEM researchers aware of export control issues; 2) advise PIs that research sponsorship agreements in STEM fields must provide for fundamental research for export control purposes; and 3) review solicitation for any terms and conditions that would undermine the fundamental research exception for export control purposes because the terms provided a restriction on publication or disallowed the participation of foreign nationals. If the SPC has any concerns that the fundamental research exception is imperiled, the SPC should reach out to the Director of Research Integrity for consultation and guidance.

2.5.1. PRE-AWARD EXPORT CONTROL MEASURES:

At the pre-proposal stage, it may not be immediately clear if the sponsor intends to restrict publication or not. At this stage, it is most important that STEM researchers know that the University does not engage in controlled research (i.e., research that is not fundamental research) and they need to communicate this to the potential research sponsor. Research not being fundamental research is more of a concern for research contracts, particularly those from private sponsors, than for grants because one of the aims of grants, especially federal grants, is to provide for research that will be freely disseminated. Information concerning export control is provided to the PI in the informational packet they will receive when the proposal is uploaded. If other issues arise during RFP review the sponsored programs coordinator should communicate to PI and/or Director of Research Integrity as appropriate.

Subject areas that are of particular concern are:

- Satellites, missiles, rockets
- Military items, services, or technology
- Nuclear energy or technology
- Select Agents
- GPS technology
- Artificial Intelligence
- Software source code or technology not commercially available
- Drones
- Semiconductors
- Robotics

Contracts and subcontracts involving the following agencies also raise export control issues:

- Central Intelligence Agency
- NASA
- National Security Agency
- National Geospatial Intelligence
- Oak Ridge National Laboratory
- Missile Defense Agency
- Department of Defense
- Department of Energy
- Army, Navy, Air Force, Marines
- Department of Homeland Security
- United States Nuclear Regulatory Commission

2.5.2. DEPARTMENT OF DEFENSE CONTRACTS AND SUBCONTRACTS:

DOD contracts, including SBIR and STTR initiatives, will almost always contain two problematic clauses, the DFARS 252.204-7000 and/or the DFARS 252.204-7012. For these types of funding initiatives, 1) if the funding instructions or contract contains the 252.204-7000 clause, the PI or the main **contractor must get a determination from the DOD contracting officer** that the portion of the work to be performed by the University will be fundamental research.

2) If the resulting contract contains the DFARS 252.204-7012 clause, PIs should be told that the sponsor **must provide** a **written statement** that no covered defense information (CDI) or controlled unclassified information (CUI) will be

provided to the University in order for the University to accept the research for administration. The reason for these restrictions is that the University cannot currently meet the NIST SP 700-181 IT standards that are required for non-fundamental research, CDI, and CUI.

2.5.3. CONTRACT AND TERMS OF AWARD REVIEW:

Once a STEM grant or contract is awarded and the terms of the award or contract are received, those terms should be reviewed to ensure that the research is fundamental and that no export-controlled information, technology, or materials will be provided to the University without its knowledge. If possible, use the forms already developed by Research & Sponsored Programs, as they do contain the appropriate clauses.

With regard to the receipt of export-controlled information, technology, or materials, the contract or terms should state something similar to the statement below. Note: this information may be under a heading of "Export Controls."

"SPONSOR acknowledges that foreign nationals may be involved in the Research and Sponsored Programs and agrees that it will not provide any information, item, software, material, or technology that is restricted by United States export control laws or that is considered controlled unclassified information (CUI) without first informing the Director of Research Integrity. BGSU reserves the right to decline receive CUI information."

For example the University might not be able to implement an adequate technology control plan.

Provisions that set forth whether the research is fundamental research—or not—may also be included under the heading of "Export Controls." Or they may be found under a heading like "Publication" or "Dissemination of Results."

Here are some examples of clauses that indicate the research is fundamental research (see highlighted language extracted:

From our form contract:

"PUBLICATIONS

A. BGSU shall have the right to publish and disseminate information derived from the Research Program.

B. SPONSOR shall have thirty (30) days after receipt of said copies to object to such proposed presentation or proposed publication because it contains patentable subject matter that needs protection. In the event that Sponsor makes such objection, University shall refrain from making such publication or presentation for a maximum of sixty (60) days from the date of receipt of such objection in order for University to file patent application(s) with the United States Patent and Trademark Office and/or foreign patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation.

FDP Form:

"Each Party shall have the right to publish and disseminate information derived from the performance of work under this Subcontract. Subrecipient shall provide PTE with a copy of any such publication at least thirty (30) days prior to submission for publication in order to review for confidential information, material which would affect pending patents, and to forward to Prime Awarding Agency, if applicable. Qualification for authorship shall be in keeping with generally accepted academic standards.

Here are examples of clauses that are publication restrictions (see highlighted language), thus invalidating the fundamental research exception from export control:

Subject to the terms of paragraph (a) above, either party may publish its results from this Project. However, the publishing party shall first obtain approval from the Missile Defense Agency ("MDA"). Furthermore, the publishing party shall provide the other party a thirty (30) day period in which to review proposed publications, identify proprietary or confidential and patentable information, and to submit comments. The publishing party shall not publish or otherwise disclose proprietary or confidential information identified by the other party and the publishing party will give full consideration to all comments before publication. Furthermore, upon request of the reviewing party, publication will be deferred for up to sixty (60) additional days for preparation and filing of a patent application, which the reviewing party has the right to file or to have filed at its request by the publishing party."

"Clause H-08 pertaining to the public release of information is incorporated into all MDA SBIR contracts and subcontracts without exception. Any information relative to the work performed by the contractor under MDA SBIR contracts must be submitted to MDA for review and approval prior to its release to the public. This mandatory clause also includes the subcontractor who shall provide their submission through the prime contractor for MDA's review for approval."

If the project involves STEM research and has been flagged for export control follow-up, review the contract and try to look for these clauses to determine if the research will qualify as fundamental research or not. Remember—it is OK for a sponsor to have 30-60 days (90 days maximum but this long is disfavored) to review a publication to remove proprietary, confidential, or information necessary for patents. But if the terms provide that the research cannot be published unless it is approved by the sponsor, the fundamental research exception is destroyed and the project must be approved before (and if) it can be administered by the University. Contact the AVP and/or Director of Research Integrity if there is a publication restriction or if you are unable to determine if the fundamental research exception exists.

Another area of concern are clauses that restrict the participation of foreign nationals.

Here is an example of clause restricting the participation of foreign nationals:

"Employees of Subcontractor who perform services under this Subcontract shall be citizens of the United States of America (U.S.), its possessions or territories or lawful permanent residents as defined by 8 United States Code (U.S.C.) 1101(a)(20), or protected individuals as defined by 8 U.S.C. 1324b(a)(3)."

Contact the Director of Research Integrity if you notice any provision in a research contract or grant that states that only U.S. citizens or Permanent Resident Card (Green Card) can participate in the project.

2.6. FOREIGN INFLUENCE: DISCLOSING FOREIGN ACTIVITIES IN FEDERAL GRANT APPLICATIONS

The Proposal QuickStart Survey for beginning funded research includes questions designed to detect international support and activities. In recent years, the federal government has been particularly concerned with what it calls foreign influence in the American research enterprise. Authorities are concerned researchers with international research support or who are members or talent programs run by foreign countries or entities may be directly or indirectly pressured to share research data, results, or protocols, or intellectual property with those who are not

associated with the research and have no authority to access that information. Anyone can be involved in foreign activities and talent programs. Accordingly, international faculty should not be singled out for scrutiny.

BGSU highly values global partnerships as international collaborations are critical to creating breakthrough advances. However, concerns about foreign influence have trickled down into the federal research-granting agencies. Several have recently issued new guidelines on how support from international sources should be reported. In particular, the agencies want both in-kind and financial support reported whether it is related to the project for which the PI is applying for a grant or not. While agencies insist that they have not changed their rules, it was not the norm in previous years to report in-kind support. So, PIs need to understand that while they may not have needed to report these activities in the past, they must now be reported on federal grant applications. In addition, the *information may need to be reported in multiple places including within the application, the researcher's Biosketch and the researcher's Current and Pending Support.*

If a PI responds affirmatively to any of the screening questions in the Proposal QuickStart Survey, refer the matter to the Office of General Counsel (OGC) for further investigation. Once the parameters of the involvement have been determined, OGC can work with you to determine how the PI should disclose the information. If you encounter any concerns or resistance from a PI, please refer the matter to OGC.

Federal grant agencies require that all an applicant's current and pending supported research projects, whether related to the proposed project or not, be disclosed on the grant application. A project is considered supported if the PI is receiving anything in support including money, expense reimbursement, or in-kind support such as a laboratory space, research materials, or research personnel. Sponsored Programs Coordinators should closely review specific instructions for disclosing other and pending support as provided by each specific agency and reach out to the AVP for Research Innovations or the Director of Research Integrity if assistance is needed.

2.6.1. NSF APPLICATIONS

- Per the <u>January 2024 PAPPG</u>, Ch. 11.c.2.h, disclosures for current and pending support must be made for all senior research personnel through the use of an NSF-approved format. These disclosures should be separate from the grant application.
- The applicant should disclose foreign affiliations as "Current and Pending Support" or "Facilities, Equipment, or Other Resources" depending on how integral the activity is to the work described in the grant application (National Science and Technology Council (NSTC) Pre-Award and Post-Award Disclosures: January 30, 2023 and May 20, 2024).
- Make sure the applicant has included information for all senior research personnel. These researchers must disclose all current and pending support, regardless of whether there is any monetary value to the support. The disclosures should include in-kind support such as laboratory space, research personnel, travel expenses, research materials, etc. This category is for the disclosure of support for current and pending research that is not part of the grant proposal. Research personnel need not disclose bona fide gifts, which are defined as those items given with no expectation of anything in return. For example, if a PI reports that he or she has a grant from an international research agency on a project that is not related to the one in the current grant application, make sure the grant is reported in the Current and Pending Support section.
- Senior researchers who are part of the project but who are not paid in the project should submit a Current and Pending support.
- Consulting activities and support from start-up funding, so long as it is from Bowling Green State University and not another institution, do not need to be reported.

- In-kind support for work that will be part of the grant proposal must be disclosed in the Facilities, Equipment, and Other Resources section of the grant.
- The National Science Foundation issued a statement on "Security and Science" dated October 23, 2018.
 This statement indicated that U.S. universities must "embrace transparency and rigorously adhere to conflict of interest and conflict of commitment policies."
- For more information, please visit Policy Office

2.6.2. NIH APPLICATIONS

- Foreign affiliations that are presently being carried on by research applicants will likely either be reported in the "Other Support" section or the "Foreign Component" section depending on how integral the activity is to the work described in the grant application.
- Make sure the applicant discloses any research support, whether international or domestic, in the "Other Support" section. This includes any other grants, financial support, or in-kind research support, such as laboratory space, research materials, graduate assistants, travel reimbursements etc. whether the support is related to the project described in the application or not. For example, if a PI reports that he or she has a grant from an international research agency on a project that is not related to the one in the current grant application, make sure he or she reports the grant in the "Other Support" section.
- The applicant should list all academic positions and appointments in the "Other Support" section, whether the PI actually receives money from the appointment or not, including voluntary appointments. For example, if a PI reports that he or she has a laboratory facility at another university, does not receive any money from the university but does have access to specialty lab equipment and lab assistance, make sure the applicant reports the appointment in the "Other Support" section.
- PI must provide the same disclosures in the "Other Support" section for all senior and key personnel on the grant, whether or not the person receives compensation from the grant or is the support is institutional support. In addition, key personnel must report all current projects, activities, and participation in foreign talent programs, including those in which the person receives in-kind support.
- For all grants and awards reported, the PI should disclose total award amount including administrative costs.
- All pending support both at the time of the application submission and prior to award must be reported using the "Just in Time Procedures."
- After an award is made, the PI must update this information in the Annual Research Performance Report, as needed.
- If a significant scientific element or segment of a proposed project is to be performed outside of the United States, the applicant must report this in the "Foreign Component" section, whether or not the work is being funded by the NIH grant. If an international researcher who is in part paid by a foreign government or entity comes to the United States to work on the grant-funded research, this should be reported by the applicant as "Other Support" whether or not the researcher is actually being paid with grant funds.
- For additional information on disclosures for NIH grant applications, visit <u>Reminders of NIH Policies on Other</u>
 Support and on Policies Related to Financial Conflicts of Interest and Foreign Components
- NIH Director Dr. Francis S. Collins issued a "<u>Foreign Influence Letter to Grantees</u>" on August 20, 2018. In this letter, Dr. Collins reminds the research community to "disclose all forms of other support and financial interests, including support coming from foreign governments or other foreign entities in accordance with

the NIH Grants Policy Statement, on all applications and progress reports."

2.6.3. DEPARTMENT OF ENERGY CONTRACTS

- Some DOE contracts that use the Contractor Requirements Document (CRD) forbid employees of contractors and subcontractors from participating in any foreign talent program, like the Thousand Talents Program.
- A foreign talent program is defined by the DOE as:

Foreign Government Talent Recruitment Program. In general, such programs include any foreign-state-sponsored attempt to acquire U.S. scientific-funded research or technology through foreign government-run or funded recruitment programs that target scientists, engineers, academics, researchers, and entrepreneurs of all nationalities working or educated in the United States. These recruitment programs are often part of broader whole-of-government strategies to reduce costs associated with basic research while focusing investment on military development or dominance in emerging technology sectors.

Distinguishing features of a foreign government talent recruitment program include:

- (1) Compensation provided by the foreign state to the targeted individual in exchange for the individual transferring their knowledge and expertise to the foreign country. The compensation can take several forms, such as cash, research funding, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration.
- (2) Recruitment in this context refers to the foreign-state-sponsor's active engagement in attracting the targeted individual to join the foreign sponsored program and transfer their knowledge and expertise to the foreign state. The targeted individual may be employed and located in the U.S., or in the foreign state. Recruitment would not necessarily include any invitation for engagement extended by the foreign state, for example, an invitation to attend or present work at an international conference.
- (3) Many, but not all, programs aim to incentivize the targeted individual to physically relocate to the foreign state. Of particular concern are those programs that allow for continued employment at U.S. research facilities or receipt of DOE research funds while concurrently receiving compensation from the foreign state.
- If the CRD applies to a contract, the University must use due diligence to ensure that employees who participate in the project are not members of a foreign talent program. There is a question in the Proposal QuickStart Survey that addresses this, but if a contract clause is identified then the Sponsored Programs Coordinator should follow-up with the PI.
- If the University later discovers that an employee is a member of a foreign talent program, it must notify the DOE within five (5) business days.
- For more information, please visit the <u>Current Directives List DOE O 486.1A</u>, Foreign Government <u>Sponsored or Affiliated Activities</u>

2.6.4. DEPARTMENT OF DEFENSE GRANTS AND CONTRACTS

- Senior/key researchers must disclose information on all current projects. This information is disclosed in the Senior Key Person Profile form included in the Notice of Funding Opportunity.
- The following information should be disclosed in that form for all projects, whether or not the disclosed project will be funded by the DOD:
 - A list of all current projects the individual is working on, in addition to any future support the individual has applied to receive, regardless of the source.
 - o Title and objectives of the other research projects.
 - o The percentage per year to be devoted to the other projects.
 - The total amount of support the individual is receiving in connection to each of the other research projects or will receive if other proposals are awarded.
 - o Name and address of the agencies and/or other parties supporting the other research projects.
 - Period of performance for the other research projects.
- For more information, see <u>Department of Defense Memo Actions for the Protection of Intellectual</u>
 <u>Property, Controlled Information, Key Personnel and Critical Technologies March 20, 2019</u>

 https://www.darpa.mil/attachments/2019OUSDREMemoonCritTech.pdf

Disclaimer: for section 2.6.1-2.6.4, SPCs must check the most recent directives from those respective agencies.

2.6.5. INFORMATION TO BE INCLUDED IN THE BIOSKETCH

Some information that is already disclosed, as set forth above, should also be included in the researcher's Biosketch information.

- All affiliations—domestic and international—should be included in the Biosketch whether or not financial remuneration is received. This includes all adjunct, visiting, honorary, or titled positions with any academic, professional, or research institution. This information should be included as long as it aligns with sponsor guidelines.
- Membership in any foreign talent program should also be disclosed. For example, if a PI discloses that he or she is an adjunct professor at a university in another country, that he or she does not receive any money but does have a laboratory space and access to graduate assistants, this information would be disclosed as "Other Resources" so long as it aligns with sponsor guidelines.

PLEASE BE AWARE THAT AGENCY GUIDANCE CAN AND WILL CHANGE. IF A FOREIGN INFLUENCE ISSUE IS DETECTED, THE DIRECTOR OF RESEARCH INTEGRITY WILL ASSIST TO DETERMINE WHAT, IF ANY, DISCLOSURE IS NEEDED.

2.7. INTELLECTUAL PROPERTY

2.7.1. PI DISCLOSURE

The <u>University's Patent Policy</u> and <u>Copyright Policy</u> (IP Policies) provides that all inventions created by University personnel be disclosed as soon as possible. Prompt disclosure of intellectual property is necessary for effective protection and

transfer of the technology. Disclosure is essential to protect potential patent rights and is a firm requirement of

U.S. federal law when any federal money has been used to support the research. Disclosure is made using an Invention Disclosure Form.

SPC's should review the University's IP Policies to understand what rights employees have in intellectual property created by them in the course of their employment at the University.

Inventors must use **Cayuse Inventions Module [COMING SOON!]** to provide necessary information, such as the source of funding, date of impending or issued publications, identity of all inventors, existence of records describing the invention, etc. *If difficulty in obtaining this information is encountered or time pressures interfere, the <u>Bowling Green State University Research and Sponsored Programs</u> (BGSU) and the <u>AVP for Research Innovations</u> can assist in the process.*

BGSU has the responsibility to inform the sponsors when an invention has been disclosed to the institution by BGSU and to protect potential patent rights.

NOTE: THE INFORMATION DISCLOSED IN CAYUSE IS CONFIDENTIAL. Information should NOT be sent to anyone (other than the Department Chair, if requested) – not even to sponsors of the research.

2.7.2. IP CONTRACT CLAUSES

Many industry sponsors want ownership of any inventions conceived of and reduced to practice as a result of the research contract. This should generally be avoided unless the contract is one that is unlikely to result in an invention, such as a technical service/testing agreement or a research contract for a non-STEM subject matter. The University uses state money from taxes to invest in the research infrastructure that makes research contacts possible. A better approach is for the sponsor to own whatever its employees invent, BGSU to own whatever our PIs invent, and joint ownership of anything invented jointly or at a facility of the BGSU.

Ohio law specifies that State universities in Ohio own all rights to and interests in any inventions resulting from work performed (1) at a facility of the University; (2) by a State University employee acting within the scope of their employment or (3) with funding, equipment or infrastructure provided by or through the University. See ORC § 3345.14(B). A State University can waive its ownership rights under this statutory provision, but the statutory provision is the default.

For example, an acceptable IP clause is as follows:

- 1. Ownership of Project Intellectual Property. "Project Intellectual Property" means all forms of intellectual property under the laws of any state or country, and all legal rights therein, in and to any inventions, patentable discoveries, and/or software that are first made or reduced to practice in performance of the Project.
 - 1.1 "Sponsor Intellectual Property" means all Project Intellectual Property that is invented and/or developed solely by one or more employees of Sponsor without the use of BGSU facilities or equipment. All right and title in and to Sponsor Intellectual Property shall be owned by Sponsor and is hereby assigned to Sponsor. Sponsor may, in its sole discretion and at its sole expense, seek legal protection for any Sponsor Intellectual Property.

- 1.2 "BGSU Intellectual Property" means all Project Intellectual Property that is invented and/or developed solely by one or more employees or students of BGSU or at university facilities. All right and title in and to BGSU Intellectual Property shall by owned solely by BGSU is hereby assigned to BGSU.
- 1.3 "Joint Intellectual Property" means all Project Intellectual Property that is invented and/or developed jointly by one or more employees or students of BGSU and by one or more employees of Sponsor. All right and title in and to Joint Intellectual Property shall be owned jointly by BGSU and Sponsor. The Parties will negotiate an intellectual property management agreement to define the respective rights and obligations of the Parties with respect to legal protection, payment of expenses, licensing, and infringement of Joint Intellectual Property.
- 2. Disclosure of Project Intellectual Property. Each Party shall disclose all Project Intellectual Property promptly to the other Party in writing, but no later than thirty (30) days after the end of the Term. Each Party agrees that it shall not file any patent applications or other forms of intellectual property protection on any Project Intellectual Property without prior notice to the other Party.
- 3. Option Rights in Project Intellectual Property. BGSU grants to Sponsor an exclusive option to negotiate an exclusive license to BGSU Intellectual Property and/or BGSU's interest in Joint Intellectual Property ("Option Intellectual Property"). Sponsor's option rights to particular Option Intellectual Property shall begin upon BGSU's disclosure of such to Sponsor and shall expire at the later of (i) ninety (90) days after BGSU's disclosure of such Option Intellectual Property to Sponsor; or (ii) the end of the Term ("Option Period").

If the sponsorship agreement contains this language or language similar to this, it is acceptable. If the language provides that the sponsor is supposed to own the IP, and the contract is a STEM contract that could result in inventions and patents, the SPC will call the AVP for Research and Innovation for assistance.

2.7.3. FEDERAL GRANTS AND CONTRACTS

Federal grants and contracts are governed by the Bayh Dole Act, which provides that universities and nonprofit corporations may largely retain their rights in inventions. There are strings attached and the law does provide for "march-in rights" if those directives are not followed. For example, the recipient of the grant or contract must report the invention to the government and must take steps to protect the invention.

Federal grants should contain some language in the terms and conditions that implements the recipient's Bayh Dole rights. Federal contracts will contain a FAR patent rights clause, typically FAR 52.227-11. Make sure that these provisions state that the University has ownership or control. This language is usually located in the first or second paragraph in an IP provision. The important part is to locate that language (and recognize these standard clauses in federal grants and contracts) and not to comb through the remaining verbiage. The SPC will contact the AVP for Research Innovations if you have any questions.

These rights flow down to federal subcontractors and subawardees as well. Make sure that contractors in a federal contract do not attempt to retain these rights, especially in SBIR or STTR contracts. While it is alright to

have joint ownership of an invention created by both the contractor and subcontractor in a federal contract, the University should be allowed to retain 100% ownership of inventions created by its employees.

2.8. BUDGET & BUDGET JUSTIFICATION

The PI should generate a draft budget using the PI Budget Template. The Budget Template has embedded calculations to facilitate budget preparation and modifications so PIs should be encouraged to use this tool. For new PIs, they may need additional professional development; if they need support then refer them to our Research Advocates at Research Development bgsu.edu and/or to training sessions. The PI is also responsible for drafting a budget justification that aligns with the sponsors budget categories; there are examples available on the research website.

Budget review. The SPC will review budgets and budget justifications to verify calculations and suitability, noting that some budget requests may require project-specific justification or be explicitly prohibited by a solicitation or sponsor. The SPC should work with the PI to easily track and implement any needed modifications (e.g. shared documents, tracking). The PI will be responsible for securing cost estimates/quotes in coordination with Purchasing as part of the initial budget drafting process, as necessary ensuring we are in compliance the BGSU Purchasing Policy located at the Purchasing Website (see Purchasing Best Practices Guide). Quotes will only be requested for upload if they are required by the sponsor. The final budget justification should also be reviewed for alignment with the budget and inclusion of sufficient explanatory information within page limitations. Any suggested budget justification revisions should again be shared with the PI in an appropriate format (e.g. shared document, tracked changes). After the final budget and budget justification are reviewed, they should be uploaded to Cayuse by the SPC and a confirmation email sent to the PI (see Appendix B (10.2.3) for templated Budget Approval email).

See the Budget Review section for additional budget details.

Budgets may include institutional commitments or subrecipients/Vendors/Consultants. Special considerations must be addressed in both cases prior to budget completion.

1. Institutional Commitments. If the PI indicated the need for any institutional commitments, then the SPC must complete the Institutional Commitment Form. The PI will generate brief explanations/justifications to be included with the form and should be strongly encouraged to undertake preliminary discussions with the units involved prior to initiating the signatory process for the Institutional Commitment Form. The SPC will forward the form for signatures. This form must be approved prior to generating a final budget. The signed form (and attachments) will be uploaded to Cayuse by the SPC.

2. Subrecipients/Vendors/Consultants

The involvement of subrecipients within a grant generates additional complexity. See the Budget Review section for additional budget details. In brief, funds flowing through the grant to another entity/individual that is working in support of the grant goals must be (1) categorized, (2) supported by appropriate documentation, and (3) vetted. Documentation and vetting can vary depending upon how the entity/individual is categorized. Note: categorization is based on the role, not on the budget line.

Budget revisions prior to proposal submission (but after internal approval). If internal approvals have been completed and budget revisions arise, this may require additional internal approvals. Minor budget revisions do not require approval (beyond the SPC) for the final budget if: (1) institutional commitments are not impacted, (2) changes conform to sponsor, state, and BGSU policies, and (3) changes do not exceed 5% of the total budget. If changes exceed 5% of the total budget or impact institutional commitments, then revisions should be moved to

the Director of RSP for review/determination. The SPC can also move any budget revision to the Director of RSP for review/determination if there is a regulatory or procedural concern.

2.9. PROPOSAL INTERNAL APPROVAL

The PI should be encouraged to move forward to internal approval as early as possible. Internal approval can be initiated after the PI has the following items:

- (1) SPC-reviewed budget (including any subawards and consultant/contractor agreements) and aligned budget justification;
- (2) project summary; and
- (3) signed Institutional Commitment Form (if any institutional commitments).

The SPC will upload all of the documents required for internal approval to the Proposal Active file in the R drive and upload into Cayuse.

The SPC will send two templated emails associated with this process. Before initiating approvals, the SPC sends the PI Approval Initiation Email. An affirmative PI response allows the internal approval process to move forward.

After approvals (aside from final administrative review of the full proposal package) are completed, the SPC sends the PI Approval Notification Email.

A procedural exception to the normal internal approval process may occur when a large number of pre-proposals (≥5) are being processed for submission on the same date and in response to the same call for a single college. For example, NSF calls may result in a large number of pre-proposals from a single college. A second (and third, as needed) sponsored programs coordinator will be assigned to assist with large-volume pre-proposal preparation.

2.10. FINAL ADMINISTRATIVE REVIEW & SUBMISSION

Final administrative review will be completed once all of the package components are uploaded (e.g., pdf of final project files from sponsor site/Cayuse).

After final submission approval is obtained, the SPC works with the PI to ensure a timely submission. Any submissions on the day of the submission deadline should be completed by noon (if the sponsor has a 5PM or midnight deadline). Many sponsors have automatic cutoffs that prevent post-deadline submissions even if the delay was due to a system technical error. If an error does occur, immediately reach out to the platform technical contact (e.g. Research.gov Help) to get assistance and document the issue. Aside from being risky, afternoon submissions generate significant PI stress and can lead to negative feelings toward the Division of Research. Despite everyone's best intentions, submissions will sometimes occur within hours or minutes of a deadline (e.g., PI failed to provide documents in a timely manner, very tight RFP to deadline turnaround) – again, documentation of any errors/issues is critical if a post-deadline extension appeal becomes necessary.

Post submission: please send templated email to PI for confirmation of proposal submission – see templated email.

3: BUDGET REVIEW

3.1. OVERVIEW

The PI should generate a draft budget using the PI Budget Template or another template that they select. The PI Budget Template has embedded calculations to facilitate budget preparation and modifications so PIs should be encouraged to use this tool. For new PIs, they may need additional professional development e.g., referral to Research Advocates or additional training. The PI is also responsible for drafting a budget justification that aligns with the budget categories; there is an example (aligned with the PI Budget Template) available on the RSP website.

The SPC will review budgets input into the BGSU RSP budget template and review budget justifications to verify calculations and suitability, noting that some budget requests may require additional project-specific justification or be explicitly prohibited by a sponsor or solicitation. The SPC should work with the PI to easily track and implement any needed modifications (e.g., shared documents, tracking). The final budget justification should also be reviewed for alignment with the budget and inclusion of sufficient explanations. Any suggested budget justification revisions should again be shared with the PI in an appropriate format (e.g. shared document, tracked changes). After the final budget and budget justification are reviewed/approved by the PI, RSP SPC's should verify process/budget details/allowability with Grants Accounting and then upon Grants Accountings approval, final documents should be uploaded to Cayuse by the SPC and a confirmation email sent to the PI (see templated Budget Approval email).

3.2. UNIFORM GUIDANCE

The Office of Management and Budget (OMB) released the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 C.F.R. §200); the UG is intended to reduce the administrative burden and cost of compliance for federal grantees and establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities.

Overall, the "Uniform Guidance" or UG consolidated, streamlined and superseded eight existing OMB Circulars, including Circulars A-21, A-110 and A-133. For the most part, these revisions grant agencies flexibility in designing and monitoring programs and encourage the use of data collection and reliance on data to identify best practices.

For a continuously updated online version, see the Electronic Code of Federal Regulations.

3.3. BUDGET CATEGORIES

Two types of expenses are associated with sponsored funding: direct costs and indirect costs (sometimes known as facilities and administrative costs {F&A}).

3.3.1. DIRECT COSTS

Direct costs can be clearly identified and directly benefit a specific project or program. See the <u>Uniform Guidance</u>

<u>Subpart E – General Provisions for Selected Items of Costs.</u>

General categories are as follows:

1. Personnel:

 List the names of all BGSU personnel involved directly in the project as well as proposed but unfilled position titles and the percentage of time each individual will devote to the project.

- Pay rates must follow university pay scales/rates (use Compensation Rate found in <u>HCM</u> to locate IBS Menu>Workforce Administration>Job Information>Job Data>Compensation Tab).
- Faculty summer salary and supplemental compensation charged to sponsored projects must follow university policy (see <u>BGSU CBA</u>). Summer salary is calculated at 1/3 of a faculty member's 9 month Institutional Base Salary (IBS). Supplemental compensation should normally not exceed 20% of a faculty member's 9 month IBS. Supplemental compensation must be explicitly justified and approved in the budget and budget justification by the sponsor.
- Salary support for sponsored activities conducted during the academic year may result in release time from research, teaching or service activities. This will require completion of the Institutional Commitment Form. 1 course release is calculated at 12.5% of a faculty members 9 month IBS.
- Emerita or Emeritus retirees require additional institutional approvals via Institutional
 Commitment Form (see Emerita or Emeritus section below).
- Costs for administrative and clerical staff may not be allocated as a direct cost unless these
 individuals are identified, integral to the project, included explicitly in the budget, and not
 recovered as indirect cost.
- Graduate assistants will incur tuition costs in addition to fringe benefits (see Graduate
 Assistantship section below). A full-time graduate assistant is on a 50% appointment (20 hours
 per week).

2. Fringe Benefits:

- The University uses employee fringe benefit rates to recover the cost of employee benefits from external funding sources. While on an individual basis, an employee may not elect to participate in all benefits, the use of benefit rates serves to apply an average percentage to all employees within the same group. Fringe benefits should be applied to all personnel salaries and wages and noted in the budget at the current blended fringe rate per the NICRA.
- Full Time Fringe Benefit Components (Employer Paid)
 - 1. FICA
 - 2. Retirement
 - 3. Disability Insurance
 - 4. Tuition Remission
 - 5. Worker's Compensation
 - 6. Unemployment Insurance
 - 7. Health Insurance
 - 8. Dental Insurance
 - 9. Life Insurance
 - 10. Health Savings Account
 - 11. Employee Assistance Program
- o Faculty and staff are responsible for using these rates in budgeting and planning documents, including external grant proposals which fund employee salaries, wages, and benefits. The benefit rates associated with the salary or wages paid to an employee must also follow any costing changes made within the payroll system. The rates provided may not be equivalent to actual costs on awarded projects; the faculty and staff should understand these rates are subject to change during the span of the award.
 - Fringe Benefit Rates for the current Fiscal Year for budgetary planning purposes can be found here (LINK COMING SOON).

3. Equipment:

a. Generally, an article of non-expendable tangible personal property having a useful life of one year or more and an acquisition cost of \$3,500 or more is considered capital equipment.

- b. Each item of equipment costing over \$3,500 with a useful life of one or more years should be itemized in the proposal budget; accessories, attachments, and shipping costs should be included in the estimate.
- c. Bids for equipment purchases should be documented in the electronic record if sponsor requires it.

 Work with the <u>BGSU Purchasing Department</u> (the designated procurement specialist) on all bids.
- d. Note: while the Uniform Guidance equipment threshold is currently \$10,000 (eff. 10/1/24), BGSU is required to utilize the NICRA threshold. Thus equipment may go into the "other" category of a federal budget template if it does not meet the federal threshold for capital equipment, but SPC's should exclude anything that meets the BGSU NICRA definition from Indirect Costs.

4 Materials and Supplies (M&S):

- a. Generally, office supplies are unallowable costs, unless they are allocated to the specific project and justified as a direct cost, not a routine expense like paper.
- b. General laboratory supplies (that doesn't meet the capital equipment definition/threshold of \$3,500 per unit) should be budgeted under M&S.
- c. Software: PI should contact Purchasing/ITS to give them a notice at time of proposal to help prevent any issues on the award side.

5. Travel:

- a. Identify the type and extent of travel and its relationship to the sponsored activity. The proposal should explain, and the budget justify foreign travel.
- b. Use GSA <u>federal per diem rates</u> to calculate travel costs.
- c. Federal, sponsor and university restrictions may apply to certain travel costs.

5. Consultants:

- a. Costs of consultants should be explained in the proposal and fully justified in the budget. See Independent Contractor process.
- b. See the sections below on Subrecipients/Vendors/Consultants to ensure that the use of the consultant category is appropriate and that the correct procedures are followed.
- 6. Other direct costs may include outside services (e.g. sample analysis), external evaluation services, communication costs (publications, shipping, postage, advertising), tuition, or equipment rental.

7. Participant Support Costs:

A participant is an individual or trainee who is a recipient of a service or training session in a workshop, conference, seminar, symposium, or other information sharing activity funded by an external grant or award. A participant does not perform work or services for the project or program other than for their own benefit. A participant does not provide deliverables to BGSU. Any BGSU employee is NOT a participant including, but not limited to; PI's, grant staff, Graduate Research Assistants, student employees and speakers. Please see details as listed in the <u>BGSU Grants Accounting PI Guide</u> (ref: 2 CFR 200.456).

Participant costs are costs that are directly attributable to individual participants. BGSU recognizes participant costs as: stipends for participation, travel reimbursements such as lodging and meals, registration fees or admittance fees. "Other participant costs" such as incentives, gifts, souvenirs, t-shirts and memorabilia should generally be approved by the sponsor and included in the submitted budget justification and clarified with Grants Accounting at the time of award.

Participant support costs do not include the following types of payments: honoraria paid to a guest speaker or lecturer, human subject payments/incentives, materials/supplies, conference/activity support costs such as facility rentals and media equipment rentals, and admission/registration or travel reimbursement for grant employees, or agreements with employers to reimburse the employer for the costs related to sending its employee to a conference, workshop, or other activity.

Budgets cannot be revised to reduce the amount of participant costs without prior sponsor approval. Indirect costs are not typically calculated on participant costs.

- a. Find out if they are BGSU or non-BGSU employees/students? (human subjects incentives are NOT participant support costs, this would go under other direct costs, typically BGSU employees/students would NOT be considered participants).
- b. Scholarship
- c. Subsistence
- d. Travel

Important Communications Restriction: Huawei Ban

Section 889 of the 2019 NDAA (the "Huawei Ban"): A new Uniform Guidance § 200.216 provides for a broad prohibition against purchasing any "equipment, services, or systems that uses [sic] covered telecommunications equipment or services as a substantial . . . component of any system." Covered telecommunications equipment or services include such items provided by Huawei Technology Company, ZTE Corporation, or any of their many subsidiaries or affiliates. When it is to be used for certain public security purposes, such equipment also includes products provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, and their subsidiaries and affiliates.

3.3.2. INDIRECT COSTS (OR FACILITIES & ADMINISTRATIVE COSTS)

The university incurs indirect costs (IDC) costs through common activities that cannot be attributed easily to an individual project or program. General categories include operations and maintenance (e.g., utilities, janitorial services, building maintenance and repairs); use of buildings and equipment; sponsored project administration and accounting; library expenses and collection acquisition; institution-wide administrative expenses; and general office supplies.

Each sponsored project is expected to pay its share of these research infrastructure costs. The IDC cost rate is negotiated between Bowling Green State University and the US Department of Health and Human Services and applied to all projects, regardless of sponsor.

Unrecovered IDC. Some sponsoring agencies do not reimburse IDC costs at the full rate (or at all). The university will honor these exceptions when the organization has written guidelines or agency policy on payment of IDC costs. These exceptions to IDC rates must be documented, with the written sponsor policy indicating the required IDC rate uploaded with the Active Proposal file in Cayuse. In addition, this revised rate and Unrecovered Indirect Costs "cost share" is indicated within Cayuse during budget input (See Critical Data Fields in the eRA Overview Section). This form of exception to IDC does NOT require an Institutional Commitment Form. However, when the IDC rate applied to a sponsored program deviates (i.e., published e.g., foundations, non-profits or statutory e.g., USDA, US DOE, state agencies) from the institution's federally negotiated rate, a note MUST be included in the Cayuse proposal record in the Proposal Form>Additional Information section as follows: "XYZ sponsor funding may not be used to cover IDC or XYZ sponsor limits the recovery of IDC to a rate of "X"%."

Voluntary IDC Waiver. Non-sponsor mandated exceptions to the federal negotiated rate (i.e., voluntary reductions) may be considered on a case-by-case basis unless such a deviation is specifically prohibited by the sponsor. All deviations are subject to approval by the VPR prior to submission of the grant or execution of the contract: approval must be obtained via the Institutional Commitment Form. *Note: this type of approval would be very rare and would require a compelling justification from the PI for the institutional commitment (e.g., off-campus rate, critical institutional need). ICF should be uploaded into Cayuse.*

Off-Campus IDC Rate. The institution maintains an off-campus indirect rate that requires preliminary approval BEFORE use in budget preparation. Formal approval of this rate must be requested using the "Preliminary Request for Off-Campus IDC Rate" Form.

To request preliminary approval to utilize the off-campus rate in budget preparation:

- (1) Ask the PI to complete the "Preliminary Request for Off-Campus IDC Rate" Form.
- (2) Review the form and add modifications/explanations as appropriate [if the request has merit] or return to the PI with an explanation [if inappropriate] refer to below for guidance [full policy guidance COMING SOON].

On-Campus Rates:

The on-campus rate is applicable to sponsored projects and activities that take place in facilities owned or leased by Bowling Green State University or when the majority of the combined time and effort of all University personnel involved in the project is performed on-campus.

Off-Campus Rates:

(1). The off-campus rate is applied for all sponsored activities: a) Performed in facilities not owned by the institution and where these facility costs are not included in the F&A pools; and b) Where rent is directly allocated/charged to the project(s). Actual costs will be apportioned between on-campus and off-campus components. Each portion will bear the appropriate rate.

Enter the form into AdobeSign [if it merits further review] and send to the RSP Director for a signature and recommendation and then to the VPR for signature and a pre-proposal determination.

Approval of an off-campus rate via the "Preliminary Request for Off-Campus IDC Rate" form will be a preliminary determination because final approval will require a completed budget and an Institutional Commitment Form (see section 3.3.7 for guidance). The preliminary determination request and response should be uploaded to the proposal in Cayuse, whether it was returned to the PI without action or moved forward for review.

Pls should be made aware of the preliminary nature of any approval to utilize the off-campus rate for initial budget preparation and that this may change depending upon the final budget as well as the nature/scope of the final project.

Prior use of an off-campus rate does not "guarantee" an off-campus rate in the future as projects and guidelines change.

3.3.3. COST-SHARING/MATCHING

Occasionally, sponsors may require that Bowling Green State University share part of the costs of the proposed research. The university strongly discourages unnecessary or voluntary cost sharing and will generally only consider cost sharing in cases where the sponsor's written guidelines state that cost sharing is required of all applicants. Cost-sharing commitments must be pre-approved using the Institutional Commitment form (see section 3.3.7 for guidance).

Academic Affairs. It should be noted that **non-approver routing or copies** of Institutional Commitment Forms are required when there is a cost share within an Academic Affairs, administrative unit or when the Office of the Provost is committing funds. If the proposal has a cost-share match for the Office of the Provost, the Academic Affairs Director of Budgeting should be added as an initialing reviewer before the Provost (or his designee) approves.

Funding agencies routinely label budgeted cost sharing amounts as being required (guaranteed) terms of the award. Thus, all proposals and award documents <u>must</u> be carefully reviewed and written to avoid non-essential cost sharing language and any unnecessary financial repercussion to the institution (careful attention to Facilities, Equipment and Other Resources documents, letters of support and budget justifications is important to avoid documenting financial commitments that are not permitted or required by the sponsor).

For clarity, some definitions are included below.

- Cost sharing or matching means that portion of project or program costs not borne by the sponsor.
- Cost sharing is used to describe a commitment of any size. Even very small commitments (down to 1
 percent of project costs) are described as cost sharing.
- Use of the term "matching" generally describes a larger commitment. Matching is often referred to as a dollar-for-dollar, 2-for-1, or 3-for-1 match of non-federal funds to sponsor funds.
- If a project includes cost share, the costs that are counted as cost share must meet the same criteria as direct costs: allowable, allocable, equitable and reasonable.

Any instances of voluntary cost sharing (committed or uncommitted) must be approved in advance using the Institutional Commitment form. In such cases, faculty salary time, unrecovered IDC costs and/or tuition waivers for graduate assistants working on the project may be applied toward the cost-sharing requirement.

For expenses to be eligible for cost sharing, costs must be all of the following:

- Costs that could otherwise be charged as a direct cost to the grant, and allowable and allocable under federal cost principles (2 C.F.R. §200) and the terms of the sponsored agreement;
- Necessary and directly related to the project objectives;
- Represent costs incurred during the project period of performance;
- Be verifiable from BGSU's records; and
- For labor costs, certifiable in the effort planning and certification process.

The costs must not be any of the following (unless approved by the sponsor):

- Included as cost sharing for any other sponsored project;
- Payable by the same sponsoring agency under another award;
- Payable by a different sponsoring agency within the same governmental jurisdiction under another award (e.g., federal funds must not be used for cost sharing on another federal project);
- Otherwise unfunded salary for the effort that is outside of the contractual appointment (e.g., unfunded summer months for faculty with nine-month academic appointments).

3.3.4. SUBRECIPIENTS/VENDORS/CONSULTANTS

If funds will flow through the grant to another entity/individual that is working in support of the grant goals, then the recipient relationship must be (1) categorized, (2) supported by appropriate documentation, and (3) vetted. Documentation and vetting can vary depending upon how the entity/individual is categorized, with categorization based on the role/scope and not budgeting. The three-step process is outlined below.

STEP 1: Review the statements in each column below to determine which category best fits the proposed recipient relationship. If the recipient is not a consultant, then use the Sub Agreement/Vendor/Consultant Decision Tree to document the final determination; upload the form to the proposal file.

SUBRECIPIENT (AKA SUBAWARD/ SUBCONTRACT)	CONTRACTOR (AKA VENDOR)	CONSULTANT
An entity that has agreed to work in collaboration with the BGSU PI to perform a substantive portion of the programmatic effort on an award.	An individual, business, or other entity which supplies products or services to the University (Cannot be a BGSU employee).	An individual or business whose expertise is required to perform the project. Services are temporary and special or highly technical. (Cannot be a BGSU employee).
 Works collaboratively with the BGSU PI as a co-investigator at another entity to which funds are being passed. Has authority to make administrative and programmatic decisions and to control the method and results of work. Has responsibility to meet all applicable sponsor requirements, has performance measured against meeting the program objectives. Are designated senior/key personnel in the proposal-may be a Co-PI. Uses sponsor funds to carry out a program rather than provide a good or a service. Has responsibility for the end results of the research effort. Services are complex and require a scope of work and budget, billing requirements, and a deliverable 	 Provides similar goods or services to different purchasers. Does not make program decisions or take actions that impact a program's overall success or failure. Is not subject to sponsor compliance regulations. Goods and services are ancillary to the program. Provides goods or services as part of their normal business operations. Competes with comparable entities to provide the same goods and/or services. Is not responsible for research results. There is no scope of work Goods and services are billed according to the vendor/contractor's established rates. 	 An individual or business outside the project who confers with the PI regarding research objectives. Does not develop the objectives of the project. Is not responsible for the overall outcome of the project. Is not responsible in designing or developing the research. Is not responsible for conducting the research. Is not responsible for reporting the research. Is not essential toward the shape, direction, and completion of the project. Receives a fee for their services not a salary. Provides similar services to other organizations. Does not serve as senior personnel – e.g., Co-Investigator, Principal Investigator, etc.

The entity's statement of work may represent an intellectually significant portion of the programmatic decision making.	The goods and services are secondary to the central purpose of the project.	 Will not use university resources. Provides its own work area, tools, materials, and supplies. BGSU defines the scope of work Consultant determines how to accomplish the work.
 The entity's work results may involve intellectual property and/or may lead to publications. Needs animal and/or human subjects approvals for its independent portion of the work. Requires a separate budget and budget justification in the application. 	 No potential for patentable or copyrightable technology to be created through project from activities of the entity. Performs services only (no analysis or discretionary judgment). No one individual providing goods and services is identified. No publications. 	 Is not considered an employee of the University and therefore is not eligible for workers compensation, liability coverage, or unemployment. (If BGSU employee, see additional instructions below for intra-BGSU consultant.) Payment is based upon completion of specific work, rather than time worked.

STEP 2: Generate the appropriate supporting documentation.

SUBRECIPIENT (AKA SUBAWARD/ SUBCONTRACT)	VENDOR (AKA CONTRACTOR)	CONSULTANT
An entity that has agreed to work in collaboration with the BGSU PI to perform a substantive portion of the programmatic effort on an award.	An individual, business, or other entity which supplies products or services to the University.	An individual or business whose expertise is required to perform the project. Services are temporary and special or highly technical.
If the entity is an FDP Clearinghouse	No additional pre-submission	For consultants with limited scope (e.g.
participant, then the SPC secures an	paperwork is necessary for	advisory board, expert panel), the PI
FDP Subrecipient Commitment Form	vendors/contractors unless required	should complete the Consultant
from the authorized research office	by the solicitation.	Information form. No additional pre-
using information provided by the PI		submission paperwork is necessary
on the Subrecipient Information	The PI should use due diligence	unless required by the solicitation.
form. The subaward entity must also	when estimating costs (e.g.	
provide:	published cost rates, quote) and the	For consultants with a more expanded
(4)	cost basis should be documented in	role (but not to the level of a
(1) a scope of work/statement of	the budget justification.	subrecipient), a Letter of Commitment
work, (2) a budget and (3) a budget	If the solicitation requires a quote,	should be completed. For example, a
justification.	the PI should secure the information	project evaluator may fall into this
If the entity is NOT an FDP	and share with the SPC for addition	category. Responsibility for securing an individual LOC falls to the PI;
Clearinghouse participant, then the	to the electronic proposal file (either	responsibility for an institutional LOC
SPC secures a Subrecipient	as a separate file upload or as part of	falls to the SPC. The PI should be asked

Commitment Form from the	the final proposal submission	to utilize the Subrecipient Information
authorized research office. The	package).	form to provide basic information for
subaward entity must also provide:		an institutional LOC.
	Note: IDC costs apply to the entire	
(1) a scope of work/statement of	amount	The PI should reach out to consultants
work, (2) a budget and (3) a budget		to secure any sponsor-required letters
justification.		of support, commitment or
		collaboration.
Note: IDC costs apply only to the first		
\$25,000 of the subaward (note 2 CFR 200 has increased this to \$50,000, BGSU is required to follow the current NICRA and is limited to \$25,000 until the NICRA has been renegotiated to allow this increase in the threshold).		

STEP 3: Vet any entity/individual/foreign country that will receive flow through funds from the award using: (1) <u>Visual Compliance</u> (i.e., web search to verify entity and/or association), (2) the <u>SAM</u> Excluded Party Database (access and guidance found <u>here</u>), and (3) the preliminary risk assessment. **Upload the documents from the** preliminary risk assessment and preliminary vetting to the Cayuse proposal file.

3.3.4. RETIREES

Employment Beyond Retirement: An individual who has retired from BGSU and is receiving benefits from STRS or OPERS may be eligible for <u>reemployment by BGSU</u>. Reemployment of BGSU retirees by BGSU must fall under the following conditions:

- a. A rehired retiree must have a minimum break of at least two months between the effective date of his/ or her retirement and the effective date of his/ or her reemployment.
- b. All reemployed retirees receiving STRS or OPERS pensions must contribute a percentage of their earnings from BGSU or any other Ohio public service employer to an annuity account in their respective retirement system. Under STRS and OPERS reemployment rules, this second annuity can be paid upon termination of employment or upon reaching age 65, whichever is later. If a person is retired from BGSU under an Alternative Retirement Plan (ARP) offered by a private vendor, they should contact the vendor to determine if there are any special requirements if and when they are reemployed.
- 1. Salary. SPCs will pull salary rates from the HCM system.
- 2. Fringe Benefits. Fringe benefits should be charged at the part-time rate per the NICRA.

3.3.5. EMERITA OR EMERITUS RETIREES

The title of emerita or emeritus is granted to retired employees for the express purpose of encouraging continued association with Bowling Green State University for the purposes of university service, instruction, and/or scholarly investigation. Benefits/Privileges/Recognition of this designation include eligibility to work on sponsored grants. Engagement in externally funded projects must follow all applicable BGSU policies and procedures.

- **1. Salary.** SPCs will use the retired faculty members salary at the time of their retirement as their Institutional Base Salary maximum.
- 2. Fringe Benefits. Fringe benefits should be charged at the part-time rate per the NICRA.
- **3. Institutional Commitment Form.** Prepare ICF to obtain recommendation/approval by appropriate department chair and approval of the College Dean or equivalent; and approval of the Provost and Executive Vice President for Academic Affairs or equivalent.

3.3.6. GRADUATE STUDENT POSITIONS

At Bowling Green State University, nearly all research positions on research grants will be research assistants; in very low instances, there might be graduate assistants — see below for clarification. Reasonable compensation for work performed by graduate students is comprised of three (3) components: salary, fringe benefit costs, and instate tuition (instructional fee). All three components need to be included in budgets.

- Salary component is budgeted for in the personnel or salary budget line.
- Fringe Benefits component is budgeted for in the personnel budget line.
- Tuition component is normally budgeted for in the other expenses budget line (certain sponsors may require that tuition be budgeted as a fringe benefit in sponsor budgets).
- If the sponsor allows other fees and/or insurance benefits budget accordingly.

Example of a total Graduate Research Assistant compensation package:

Student salary Academic Year \$18,000 + Fringe Benefits \$828 + Tuition \$11,225 = \$30,053Student salary Summer \$8,250 + Fringe Benefits \$380 + Tuition \$2,807 = \$11,437

1. Salary. When budgeting for a graduate student salary on a sponsored project please use at least the minimum rate set by the Graduate College for the students' respective program. Check the <u>Grad College website</u> for stipend updates (located under GRADUATE ASSISTANTSHIPS: Academic Year Stipend Funding Levels > Level E minimum). The federal Office of Management and Budget (OMB) <u>Cost Principles</u> regarding reasonable and allowable compensation must be observed. However, PIs should be allowed to include salaries that are competitive for their field.

Graduate students cannot exceed 0.5 FTE (20 hours/week) per program or combination of programs. Domestic Graduate students can be employed for up to an additional 8 hours per week for a secondary position (must be distinctly different than the GA-ship position). International students are limited to a maximum of 20 hours/week.

- a) The National Science Foundation (NSF), National Institutes of Health (NIH), and other agencies may set minimum or maximum allowances for total compensation packages which must be followed for those proposal submissions. For NIH, the maximum amount for total graduate student compensation on a research grant is equal to the <u>Predoctoral NRSA Stipend level</u> and requirements in effect when NIH issues the grant award.
- **2. Fringe Benefits.** Fringe benefits should be charged at a rate based on BGSU's Federally negotiated indirect cost rate agreement for graduate students.
- **3. Tuition.** At BGSU, tuition is considered a component of a graduate assistant compensation package for the work performed while on appointment. All proposals, including re-submissions, competing renewals and supplements which include salary support for graduate research assistants where tuition is not prohibited by the sponsor, MUST also include the appropriate tuition amount in the budget.

Tuition should be provided by the same funding source as the salary; the *full cost of in-state tuition* (*instructional fee only*) should be included with all proposals, renewals and contracts as part of the proposal budget. Out-of-state tuition waivers are automatically provided to all graduate assistants regardless of support source by the VPR. Tuition rates are available through the <u>Office of the Bursar</u>.

Resources:

Graduate Assistantships Information

https://www.bgsu.edu/graduate/graduate-assistantships.html

Types of Assistantships

https://www.bgsu.edu/content/dam/BGSU/graduate-college/doc/Grad-Col-GA-appointment-desc.pdf

3.3.7. POSTDOCTORAL FELLOWS

Bowling Green State University believes that Postdoctoral Research Associates should be compensated at a level appropriate to their advanced education, academic discipline, and training. In some disciplines, external funding agencies provide salary guidance (e.g., the National Institutes of Health publishes guidelines for minimum salary annually, providing a standard base for postdocs: <u>Salary Cap. Stipends</u>, & <u>Training Funds</u>)

For Postdoctoral Research/Research & Teaching Fellow Adjuncts, the terms of the award will dictate stipend amounts and any increases; these are outside the jurisdiction of the university. The PI should confirm the salary level with the appointing unit. If the appointing unit will be providing partial salary an Institutional Commitment Form must be completed.

3.3.8. INSTITUTIONAL COMMITMENTS

Any institutional commitments must be documented and approved via an Institutional Commitment form (ICF). These commitments will generally be monetary in nature (e.g., tuition waiver to meet cost share obligations), but they may also involve non-monetary commitments (e.g., reassign time covered by the grant or additional project-specific space assignments). Sufficient information must be included in the institutional commitment form for it to serve as a standalone document post award, including sufficient justification and budget breakdown. SPC's will complete the ICF and seek institutional approvals via AdobeSign and upload the ICF form in the Proposal in Cayuse for routing.

3.4. BUDGET JUSTIFICATION

The budget justification provides the rationale for proposed expenditures. The SPC should follow sponsor/solicitation guidelines in reviewing the justification, as requirements for documentation to support proposed costs and the level of descriptive details can vary. Standard cost metrics (e.g. per diem, mileage) should be cited, as appropriate. Page limitations should be verified. Generally, the budget justification categories should clearly align with the agency budget items and budget item order.

The primary purpose of the justification is to explain the need for the requested funding with respect to project-specific objectives and to clearly demonstrate how total amounts were determined. See the sample NSF and NIH budget justifications on the research website for additional information. Items that are not clearly justified are

more likely to be removed or modified during the award process – this is especially true for conference/workshop costs, food and travel.

3.5. CONTRACT CONSIDERATIONS 3.5.1. LIMITED RESEARCH AND SPONSORED PROGRAMS AGREEMENT

SPONSORED PROJECT AGREEMENT PROCESS SUMMARY

Institutional Contract Instruments. Whenever possible, contracts should be executed using university template agreements. There are four template sponsored project agreements, described below and in the Agreement Criteria Table. Once the appropriate template agreement is selected, it can be shared with the sponsor for input prior to executing the agreement for full internal review/approval.

Standard Sponsored Project Agreement

The Standard Sponsored Project Agreement should be used for all sponsored projects unless the project meets the special criteria outlined for the Limited Services/Testing Agreements or the Short Form Sponsored Project Agreement. If in doubt about whether a project meets the Limited Agreements or the Short Form Sponsored Project Agreement, it is better to use the Standard Sponsored Project Agreement. Note: If there are questions concerning Export Control, the Export Control Checklist in the SOP Manual will be helpful.

• Short Form Sponsored Project Agreement

The Short Form Sponsored Project Agreement is appropriate for low-risk, short-term projects or LSA projects with Engineering, Computer Science, Physics, Chemistry or Mathematics content. A project using the Short Form Sponsored Project Agreement must meet ALL of the following criteria: duration ≤ 12 months, amount ≤\$50,000, fixed-price agreement. Full IDC is applied. This form should NOT be used for projects with export control concerns with the following exceptions: a project involving Engineering, Computer Science, Physics, Chemistry or Mathematics content may be executed using the Short Form Agreement if ALL LSA criteria are met.

Limited Agreements

Limited Agreements are used for externally sponsored services and testing projects in cases in which BGSU is providing a service to the sponsor. There are two types of Limited Agreements, Limited Services Agreements and Limited Testing Agreements. Such activities are typically routine in nature and have no potential for the development of intellectual property. In such cases, the sponsor determines the work to be performed with little or no input from BGSU, except in cases where simple modification of existing methodologies is involved.

Limited Services Agreement (LSA)

An LSA is appropriate for low-risk, short term service projects that meet ALL of the following criteria: routine services, duration ≤ 9 months, amount $\leq \$25,000$, fixed-price agreement. All funds are disbursed in 1 (general approach) or 2 installments (if a school district or non-profit) and overhead costs are kept low allowing for a reduced IDC (lower limit 20%). However, if the project is eligible for the negotiated off campus rate and/or the sponsor has a published reduced IDC policy that applies to all projects of less than 20%, then then those rates are followed. This form should NOT be used for multi-phasic or renewable projects, for projects involving Engineering, Computer Science, Physics, Chemistry or Mathematics content, or for projects which may have export control concerns.

Limited Testing Agreement (LTA)

An LTA is appropriate for low-risk, short term testing projects that meet ALL of the following criteria: routine tests, duration ≤ 9 months, amount $\leq \$25,000$, fixed-price agreement. All funds are disbursed in 1 (general approach) or 2 installments (if a non-profit) and overhead costs are kept low allowing for a reduced IDC (lower limit 20%). However, if the project is eligible for the negotiated off campus rate and/or the sponsor has a published reduced IDC policy that applies to all projects of less than 20%, then then those rates are followed. This form should NOT be used for multiphasic or renewable projects or for projects which may have export control concerns.

An LTA is appropriate only for short term testing projects which involve the performance of routine tests and/or measurements to produce information specific to the test being performed or the item being studied. Such projects do not involve the extensive development of new methods or protocols to perform the work, and it is not a goal to produce generalizable knowledge.

Agreement Criteria Table.

Standard Sponsored Project Agreement	Short Form Sponsored Project Agreement	LSA	LTA
Use for all sponsored projects unless the project meets the special LSA, LTA, or Short Form criteria. If in doubt about whether a project meets the LSA/LTA or Short Form Agreement criteria, it is better to use the Standard Agreement	The project must meet ALL of the following criteria: • Duration ≤12 months • Total amount ≤\$50,000 • Fixed price agreement • NOT multi- phasic or renewable • NO Export Control risks unless also meets ALL LSA criteria* • Full IDC applied	The project must meet ALL of the following criteria: • Routine services • Duration ≤9 months • Total amount ≤\$25,000 • Fixed price agreement • Funds dispersed in single installment (or up to 2 installments for school district or nonprofit) • NOT multi-phasic or renewable • NO Engineering, Computer Science, Physics, Chemistry or Mathematics content* • 20% IDC	The project must meet ALL of the following criteria: Routine tests Duration ≤9 months Total amount ≤\$25,000 Fixed price agreement Funds dispersed in single installment (or up to 2 installments for nonprofit) NOT multi-phasic or renewable NO Export Control risks 20% IDC

^{*}Note: a service project with Engineering, Computer Science, Physics, Chemistry or Mathematics content that meets ALL other LSA criteria may be executed with a Short Form Agreement.

Sponsored Project Agreement Instrument. Execute agreements using standard university-approved instruments whenever possible. When a sponsor requires use of their instrument, the agreement should be vetted using the SOP

Manual criteria (see Section 3.5; sections 2.5, 2.6 and 2.7 may also be helpful) and shared across with AVP/Director RSP and/or OGC, as needed, prior to moving the agreement forward for approvals/signatures. The Agreement Checklist (Appendix G) and the Export Control Checklist (Appendix H) in the SOP Manual are helpful review tools with additional instructions.

Agreement Execution. An internal review procedure is required prior to final agreement execution.

- Once ready, documents move forward for final review to AVP/Director RSP
 - If input was provided by OGC, please summarize/share that information along with the final agreement documents.
 - Be sure the package includes all documents referenced in the agreement (e.g. appendices, attachments, SOW).
 - Highlight ANY and ALL changes to the standard templates (aside from standard input fields)
 to facilitate review.
 - The email subject line must include the project #, the PI's last name and the type of instrument (e.g. Standard Form, Short Form, LSA or LTA) for the project. If the agreement is using a different type of university form (e.g. SBIR), then indicate in the subject line and explain in the email text.
- After approval, the package moves to the or VPR for signature (via AdobeSign).

3.5.2. COMMON CONTRACTING CONCERNS

Contracts, agreements, MOUs, facility use permits, material transfer agreements, data use agreements, etc. (collectively referred to as contracts) may not be signed at the department or college level, except for those which have been specifically delegated in writing by the President.

Contracts should be routed as follows for review and signature:

- A. Contracts related to **sponsored projects** in the name of Bowling Green State University must be sent to <u>Research & Sponsored Programs</u>. These include contracts, agreements (e.g. service, testing, training, teaching, workshops, public services, equipment use, student projects), memoranda of understanding, data use agreements, material transfer agreements, grant awards and amendments, and other agreements commonly used for grant and research administration.
- B. Contracts for the **purchase of goods and services** from an outside vendor, via purchase requisition, purchasing card or corporate independent contractor agreement, guest speaker agreement, and so on, must be sent to the <u>Purchasing Department</u>.
- C. **Other contracts** not included in either A or B must be sent through the dean's/director's office to the <u>Office of General Counsel</u>. Such contracts should not be sent directly to any other office. General Counsel will review, edit and route the contract.

BGSU is a public institution of higher education whose purpose is to support the research work of BGSU by entering into research contracts on the University's behalf and assigning the obligations of the research to the

University. BGSU is subject to the <u>Ohio Revised Code</u>. Nonetheless, as a supporting organization, the BGSU should be cognizant of the contracting restrictions on the University.

The <u>State Attorney General</u> outlines the contractual restrictions for public universities in the state of Ohio. Some common areas of concern are listed below.

• Governing Law. Ohio law should govern agreements with State universities. Any lawsuit against a State university seeking monetary damages for breach of the agreement must be brought in the Ohio Court of Claims (ORC § 2743.03). It is strongly preferred and recommended that the Ohio Court of Claims apply Ohio law. Therefore, we would prefer to use the language provided below:

All questions relating to the validity, interpretation, performance or enforcement of this Agreement, and any claims arising from or related to this Agreement, will be governed and construed in accordance with the laws of the State of Ohio, without regard to the principles of conflict of laws. Any litigation arising from or related to this Agreement may be brought only in the state courts of Ohio with appropriate jurisdiction, and the parties irrevocably consent to the jurisdiction and venue of such courts.

- **Publication.** A primary responsibility of any institution of higher education is the development, cultivation and dissemination of new knowledge to the public. Therefore, unless specifically authorized by the VPR, BGSU will not agree to contract language requiring sponsor approval of publications. BGSU recognizes there may be a need to preserve intellectual property rights and protect sponsor confidential information and therefore will agree to a period for review (usually 30 days) and will work with the sponsor to remove confidential information and/or to protect intellectual property. After this review period, if the sponsor has not responded with concerns, BGSU will move forward with the publication.
- **Use of Names.** BGSU occasionally provide lists of externally-funded research projects to stakeholders (board members, deans and other administrators, government officials, etc.). Unless requested otherwise, the name of the research project as well as the sponsor will appear on these lists. BGSU's position is one of accountability and transparency to Ohio citizens.

Ohio law codifies "invalid terms and conditions" barred from certain contracts with the State ORC § 9.27. The law applies to any state agency or instrumentality of the state, including, but not limited to, Ohio universities. The law specifically enumerates nine (9) terms that "a contract entered into by the state for procurement of goods or services **shall not** include...." *Id.* (emphasis added). Per 9.27, "if a contract contains a term or condition described in division (B) of [9.27], the term or condition is void ab initio, and the contract containing that term or condition otherwise shall be enforceable as if it did not contain such term or condition."

Arbitration

A State university generally may not agree to binding arbitration as to monetary damages under Ohio law. ORC § 9.27(B)(2). Under the Eleventh Amendment, States and State entities generally have sovereign immunity from lawsuit unless that immunity is waived by the state or the state consents to be sued. Ohio has waived its immunity and consented to suit only if the action is brought in the Ohio Court of Claims. See ORC § 2743.02(A)(1). In particular, the consent granted by Ohio is "to be sued, and have its liability determined." Thus, Ohio has consented to have its liability determined only in the Ohio Court of Claims. A binding arbitration determines liability outside the Ohio Court of Claims, and is thus inconsistent with Ohio law. Result: State universities will not agree to binding arbitration.

Indemnification

A provision requiring the state to indemnify another person is barred by Ohio law for procurement contracts. ORC § 9.27(B)(1).

Further, a provision requiring indemnification by the State is also likely unconstitutional under Ohio law as thoroughly explained in <u>OAG Opinion 96-060</u>. The Ohio Constitution (<u>Article II, Section 22</u>) and Ohio Revised Code require that any appropriation or financial obligation incurred by the State specify a maximum dollar amount and limit that obligation to the duration of the current biennium (2-year fiscal period). Indemnification clauses typically create a contingent liability that is uncertain as to amount and time and, as such, may occur beyond the biennium.

Result: State universities will not agree to indemnify third parties and will often request a provision requiring the company to expressly acknowledge that the agreement does not provide that company any right or claim to indemnification by the State university.

Disclaimer of Warranties

A State university will not warrant that the licensed technology is free from the rights of third parties for much the same reasons discussed above with respect to "Indemnification." If a State university warrants that the licensed technology did not infringe any patents, trademarks or copyrights owned by third parties, then that State University is essentially agreeing to indemnify its industry partner if that partner is sued for, e.g., patent infringement. For similar reasons, a State university will make no representations or warranties as to the merchantability or fitness for a particular use. Aside from the legal restrictions, Licensee is the party responsible for manufacturing and selling the products in the marketplace and is thus in the best position to control the quality of the product/services. Rationally, Licensee should and will bear the risk of those actions.

Result: State universities will include a provision disclaiming various warranties.

Choice of Law

Ohio law should govern agreements with State universities. First, a State university is an institution operated pursuant to authority conferred by the state of Ohio. Second, any lawsuit against a State university seeking monetary damages for breach of the agreement must be brought in the Ohio Court of Claims. ORC § 2743.03. It is strongly preferred and recommended that the Ohio Court of Claims apply Ohio law.

Result: State universities will include a provision specifying that the agreement is governed by Ohio law without regard to choice of law and conflicts of law principles.

Confidentiality

A confidentiality provision in an agreement with a State university must account for Ohio public records law. See ORC § 9.27(B)(7). State universities are subject to public records requests under Ohio law. See ORC § 149.43. The duty to comply with public records request cannot be limited by Agreement. It is important to note, however, that with respect to commercialization, a key set of documents are exempted from a public records request: "Intellectual property records". See id. at § 149.43(A)(1)(m). Intellectual property records refer generally to non-financial and non-administrative records that are not publicly disclosed and that were produced or collected by faculty or staff of a State university in the conduct of research, regardless of whether that research is sponsored by the State university or private concern. See id. at § 149.43(A)(5).

Result: State universities will include a term in any Confidentiality provision stating that their confidentiality obligations are subject to applicable law including Ohio Public Records law.

Sovereign Immunity

As discussed above with respect to Arbitration provisions, under the Eleventh Amendment, States and State entities generally have sovereign immunity from lawsuit unless that immunity is waived by the state or the state consents to be sued. Ohio has waived its immunity and consented to suit only if the action is brought in the Ohio Court of Claims. See ORC § 2743.02(A)(1); ORC § 9.27(B)(3).

Result: State universities may include provisions explicitly stating that (a) nothing in the agreement waives sovereign immunity; and/or (b) the Ohio Court of Claims is the only venue where licensee can sue the University for a breach of the Agreement. Such terms serve to memorialize Federal and Ohio law.

Initial Ownership of IP

Ohio law specifies that State universities in Ohio own all rights to and interests in any inventions resulting from work performed (1) at a facility of the University; (2) by a State University employee acting within the scope of their employment or (3) with funding, equipment or infrastructure provided by or through the University. See ORC § 3345.14(B). A State University can waive its ownership rights under this statutory provision, but the statutory provision is the default.

Result: An industry partner that is, e.g., using State university facilities to perform its own testing or leasing space from a State university needs to be cognizant of Ohio law governing IP ownership. State universities will typically agree to reasonable terms as warranted by the circumstances.

- A provision that requires the state to agree to limit the liability for any direct loss to the state for bodily injury,
 death, or damage to property of the state caused by the negligence, intentional or willful misconduct,
 fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a
 provision that would otherwise impose an indemnification obligation on the state.
- A provision that requires the state to be bound by a term or condition that is unknown to the state at the time of signing a contract, that is not specifically negotiated with the state, that may be unilaterally changed by the other party, or that is electronically accepted by a state employee.
- A provision that provides for a person other than the attorney general to serve as legal counsel for the state or for any state agency, unless allowed for under the process set forth in section 109.07 of the Revised Code.
- A provision for automatic renewal such that state funds are or would be obligated in subsequent fiscal years.
- A provision that limits the state's ability to recover the cost of cover for a replacement contractor.

3.5.3. CONFIDENTIALITY CLAUSES

A confidentiality provision in an agreement with a state university or state agency must account for Ohio public records law. State universities are subject to public records requests under Ohio law. See R.C. 149.43. The duty to comply with public records requests cannot be limited by agreement. Therefore, the burden would be on the Company to prevent public disclosure. It is important to note that a key set of documents are exempted from a public records request: "Intellectual property records". See id. at § 149.43(A)(1)(m). Intellectual property records refer generally to non-financial and non-administrative records that are not publicly disclosed and that were produced or collected by faculty

or staff of a State university in the conduct of research, regardless of whether that research is sponsored by the State university or private concern. See id. at § 149.43(A)(5).

Pls and sponsors should also understand that while the BGSU can sign a nondisclosure or confidentiality agreement, it is still bound by Ohio Public Records Act or the "Sunshine Laws." ORC 149.43. Non-Disclosure Agreements (NDAs) that are not our forms should be reviewed to make sure it makes allowances for disclosure under the Ohio Public Records Act. The law provides several exemption to our obligation to disclose requested records, some of which are applicable to sponsored research projects. Nonetheless, the BGSU should never represent to a PI or a sponsor that any particular information or records will not be disclosed because it fits an exemption. Furthermore, just because a sponsor designates certain information as "confidential" does not mean that it will fit an exemption under the law and not be subject to disclosure. Whether something fits an exemption is a legal determination, and sponsors in particular should be encouraged to consult their own legal counsel if they have concerns about required disclosures under the Open Records Act.

This does not mean, however, that NDAs have no meaning or are unenforceable. A voluntary disclosure of information subject to an NDA by a grant coordinator or PI can have serious legal consequences. As it can be difficult on the fly to determine what is subject to the terms of an NDA and what is not, the better course is to be discreet about all information you receive in a sponsored research project.

4: PROPOSAL STATUS

The data from the Proposal is used to generate Division of Research reports. Therefore, **it is critical that revisions be incorporated into the proposal record**, as appropriate. For example, if budget revisions are made post-approval, then the Proposal record will need to be updated and final revised budget and justification will need to be attached to the record. Data pulled from Proposal records should be an accurate reflection of the proposals processed by RSP. No other records/spreadsheets will be maintained.

Data Input. Consistency in data input is critical for downstream reporting and award needs. See Appendix E for a complete list of required data fields by module. There may be other fields that will be useful or necessary, depending upon the nature of the proposal/award, but this is meant as a guide for basic data input. Again, any data field values that changed after the Proposal record was finalized must be updated in the Proposal record to ensure accuracy. In addition, any updated documents should be uploaded. For example, if the budget was revised, then a version of the final submitted budget should be attached (and Cayuse budget fields in the Proposal record corrected). A similar procedure should be undertaken for sponsor-requested, post-submission revisions or corrections (see sponsor communications below). See the Cayuse Proposal Development SOP (Appendix 16).

Status Update. Update the proposal status based upon the following definitions below.

Status	Submission	Definition
	Completed	
In Development	No	Proposal is in development with PI and SPC/RSP
Under Review	No	Internal approval in process but not yet submitted: Cayuse will automatically note this as status approved after internal approvals are complete

Approved	No	Internal approval is complete, but not yet submitted in Cayuse
Submitted to Sponsor	Yes	Proposal has been submitted to sponsor either in Cayuse or externally
Under Consideration	Yes	Submitted, awaiting sponsor decision
Declined	Yes	Submitted, sponsor did not review (e.g. not compliant)
RWR	Yes	Submitted, sponsor returned without review (RWR) due to compliance issues or allowed the institution to withdraw due to compliance issues
Withdrawn	Yes	PI/institution elected to withdraw submission; if this was due to an RWR issue then select RWR (even if sponsor allowed withdrawal)
Not Funded	Yes	Submitted, sponsor notified PI or RSP that proposal was not funded
Deactivated	Yes	Submitted, no agency determination for over 14 months so "deactivate" in Cayuse
Do Not Use	No/Yes	Proposal may or may not be submitted AND need to start a new proposal AND want to retain the info but are creating a new version for the requested revision (for example, significant changes requested after routing or requested by the funding agency).
Void	No/Yes	Void proposal for ethics-related issues (e.g. plagiarism, data falsification, criminal activity).
Discontinued	No	Proposal wasn't submitted at the request of PI or for some other reason.

4.1. COMMUNICATIONS

At this point in time, all critical PI and sponsor communications should be associated with the Proposal record in the Sponsored Projects Module. Tasks can be used to send/record critical PI communications (e.g. post-approval issue resolution). All sponsor communications (e.g. requests for corrections, additional information) should be attached to the proposal record in the Attachments Tab as "Critical Communication" attachment type.

5: AWARDS MODULE

5.1. AWARD INITIATION

If an award notification is received, then the SPC initiates an award in the Sponsored Projects Module. Select data from the Proposal record will prepopulate the award, but some fields must be manually entered. Manual entry fields are those that have likely changed upon award (e.g. start/end dates, budget amounts). It is critical that all required data fields are accurate, as this information will be used for high-level award reporting and for award

initiation in PeopleSoft/FMS. In addition, all award-related documents must be uploaded to maintain a full eRecord.

The SPC will utilize the module to: (1) initiate awards, (2) update award data, (3) upload award documentation, (4) maintain PI and sponsor communication records (e.g. negotiations), and (5) transfer data to Grants Accounting.

Initiate award & add information. From within the proposal record, the SPC will initiate a linked award record. It is critical that all required data reflect the final award document. See Appendix E for a full list of required data fields. In addition, all award-related documents must be uploaded into the award record. The Award record will be the ONLY record of institutional awards for pre-award so data must be accurate and complete.

Communications. Upon receipt of an award notification, send the initial templated congratulatory email to the PI. In addition, maintain a record of critical PI and sponsor communications within the Awards in Cayuse.

Data transfer to Grants Accounting. After the record is complete, the API will create the Proposal in FMS from the Award Record in Cayuse (see Pre/Post Award Actions section below), RSP will then enter the basic budget & F&A details and generate the award in FMS to Grants Accounting and send notification email via FMS.

6: PRE/POST-AWARD ACTIONS

6.1. OVERVIEW OF PROCESS

The sponsor award notice sets the parameters under which the research will be conducted and is the first step in the post-award grant management process. The award notification will set forth all terms and conditions of the grant, agreement, or contract. Upon receipt of the sponsor award notification, SPC will review the award to ensure that it complies with the original grant proposal application; any discrepancies will initiate a conversation with the PI and other administrators (as appropriate) to resolve. Once the pre-award negotiation phase is finalized, the award notice and original proposal will be used to setup the award in the institution's electronic research administration system, Cayuse and create the proposal in FMS. RSP will then generate the proposal to award and send to Grants Accounting in FMS. Grants Accounting will finalize award setup in FMS and inform the PI of finalization and request the new grant meeting with all relevant parties (RSP/SPC, Grants Analyst, PI, Department/College Admin/Budget Coordinators).

6.2. INSTITUTIONAL AWARD ACCEPTANCE AUTHORITY

The Division of Research through Research & Sponsored Programs negotiates agreements with sponsors on behalf of Bowling Green State University (BGSU).

If an application, proposal, or contract is not processed through the Division of Research and properly reviewed and approved by the institution's administrative and academic units, there is the risk of an award not being accepted or unnecessarily delayed.

- Contracts, agreements, MOUs, facility use permits, material transfer agreements, data use agreements, etc. (collectively referred to as contracts) may not be signed at the department or college level, except for those which have been specifically delegated in writing by the President.
- No person shall sign any contract binding upon BGSU unless such individual has been appointed, in
 writing, as the designee authorized to sign. Contracts related to sponsored projects in the name of BGSU
 must be sent to Research & Sponsored Programs.
- If a project is solicited by a third-party, and work is performed on this project in absence of a recognized and fully executed sponsored program (grant or contract), the principal investigator alone maintains

ultimate liability for any and all requirements of the research program and incurs income tax consequences. Furthermore, the principal investigator must reimburse the University for any and all costs associated with the use of University resources commonly associated with the pursuit of this research.

6.3. NEGOTIATIONS

The Division of Research ensures that the university does not commit itself to legally binding terms and conditions that it is unable to fulfill. The Division of Research determines award acceptance, allowability of terms and conditions the institution is able to legally meet, and negotiation of those instruments on behalf of the University.

SPC reviews each award instrument (e.g. award notice, cooperative agreement, contract, sponsored agreement) prior to execution.

SPC conducts an initial read through of the award instrument to confirm that:

- The document is made out to the correct entity: BGSU
- The financial type of instrument is clearly indicated (i.e. fixed rate or cost reimbursement)
- The budget aligns with the proposal budget or budget discrepancies are reconciled
- Contact information is listed
- Billing instructions are explicitly laid out
- Period of performance is clear

SPC reviews the award instrument terms and conditions to ensure that any negative impacts on the institution and/or the project are minimized.

- See the special considerations below for non-grant agreements.
- If the sponsor's attorney communicates with you while negotiating an agreement, contact OGC (Associate General Counsel) for review before proceeding.

SPC works across units to resolve any contract related issues paying particular attention to the terms and conditions to ensure that any negative impacts on the institution and/or the project are minimized and that any adverse terms are negotiated (counteroffer). Contracts or agreements with non-government entities over

\$250,000 should also be reviewed by the Director of RSP and AVP prior to execution.

Some areas of particular concern during award negotiations are outlined below for export control, non-grant agreements and subrecipients/vendors/consultants.

6.3.1. EXPORT CONTROL

When the terms of an award are sent for review, there are two provisions that must be in place for the University to accept the award without further review and permission.

- 1. The terms must state that the award is <u>fundamental research</u> in that researchers are free to publish subject only to a limited review.
- 2. There should be a clause which provides that the <u>sponsor will not send any export-controlled materials</u> to the researchers without express permission from the BGSU. Sponsors should always be told that there is a possibility that foreign nationals may work on the project and that export controlled materials should not be sent.

To aid review of award terms, see the Export Control Checklist in Appendix H.

6.3.2. NON-GRANT AGREEMENTS

For all non-grant agreements, ask the sponsor to use our form(s) and/or FDP forms, as appropriate. If the sponsor wants to make changes to the language of one of these standard forms, ask them to clearly identify the proposed changes and send the document (with tracked changes, when possible) to OGC. If the sponsor's attorney communicates with you while negotiating the agreement, contact OGC before proceeding.

For any non-grant agreement using a non-standard BGSU form or FDP form, see the Appendix G Agreement Checklist for help navigating the process.

6.3.3. SUBRECIPIENTS/VENDORS/CONSULTANTS

Subrecipients. The SPC verifies the eligibility of the subrecipient by confirming that the subrecipient information contained in the proposal has been approved by the subrecipient's AOR and that the approval is still valid (i.e., signed within the past 12 months). The SPC uses the information on the Subrecipient LOI or the Subrecipient Commitment Form, the Subrecipient Risk Assessment tool, SAMS and ask the Director of Research Integrity to run a Visual Compliance check to conduct a risk assessment prior to entering into an agreement. Subawards will not be issued to subrecipients that pose an unacceptable risk to the University. For guidance, SPCs should review Title 2: Grants and Agreements (2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Subpart D – Post Federal Award Requirements) for appropriate treatment of these costs specifically: Subrecipient Monitoring and Management. Note: General information on subrecipients/vendors/consultants is available on the Division of Research website and in this manual. FDP Clearinghouse Participating Organizations have a different Subrecipient Commitment Form that reduces subawardee administrative burden. Check participant status to confirm which form needs to be completed a proposal stage.

Based upon the subrecipient review, use the risk analysis, SAMS and Visual Compliance to update the subrecipient packet and upload to the Cayuse Award>Subaward Tab.

Consultants and vendors are generally handled post-award (see Post-Award Management section below). If generation of a full subaward packet will delay the award setup process, the subrecipient packet may follow award setup and data transmission to Grants Accounting/BGSU.

6.4. RESEARCH INTEGRITY

Prior to award acceptance, the SPC confirms that the PI, co-PIs and senior research personnel have completed the required RCR and FCOI training and disclosures in CITI Program. Visit the Responsible Conduct of Research website for more information.

6.5. AGREEMENT ACCEPTANCE

The SPC's receipt of an electronic or physical copy of the fully executed contract instrument (i.e., all authorized organizational representatives [AORs] have signed the document) signifies agreement acceptance. No additional approvals are required at this stage of the award execution process. The executed agreement, which is a part of the award package, will get filed electronically in the Cayuse Award with other pertinent award documents.

6.6. AGREEMENT NOTICE CREATION

Research & Sponsored Programs sets up the award in the sponsored projects module, ensuring that all required budget items and fields are updated (see Appendix E) and that all necessary documents/communications are uploaded (see Appendix F and the Award Module section). After setup, the SPC transmits the data to Grants Accounting (see the Appendix F checklist for award data transmission).

See the Awards section for additional information.

6.7. AGREEMENT STATUS NOTIFICATION

The SPC sends out a series of email award status notifications in the event that award processing is delayed beyond normal processing time of 3-4 days. The SPC will utilize 2 email templates for this purpose: template 1 is emailed when a delay beyond normal processing is anticipated and template 2 is emailed when any continued delays occur. These notifications will continue until the award has been processed.

6.8. DATA TRANSMISSION FROM RSP TO GA

After an award account has been completed, data is transmitted to Grants Accounting using the Cayuse API Checklist in Appendix F. This checklist includes required data fields and documents for the Cayuse record and the documents to transmit.

Note: the data fields included in Appendix F are not all-inclusive, so SPCs should refer to Appendix E for a full list of required data fields.

Special reporting considerations are necessary for some subawards ≥\$30,000. If BGSU is the prime to a federal award with a subaward equal to or over \$30,000, provide the FDP Cost Reimbursement Subaward form (or equivalent) to Grants Accounting, as appropriate. Verify the appropriate form is uploaded to the Cayuse Award AND that there is a clear indication that the project is subject to FFATA reporting. Note: Subawards equal to or over \$30,000 during the life of the award are subject to FFATA reporting. If post-award adjustments occur to a subaward, then the same criteria apply. Grants Accounting is responsible for the FFATA reporting process. Be sure to include the Manager of Grants Accounting as well as the assigned Grants Analyst on the fully-executed subcontracts.

6.9. ACCOUNT SETUP

RSP will complete basic proposal data entry in FMS proposal and generate to award, sending an email notification via FMS to all relevant parties. Grants Accounting utilizes the transmitted data to input appropriate information into PeopleSoft-FMS and finalize the award. If there are discrepancies with the transmitted data, Grants Accounting will return to SPC for reconciliation/clarification. Upon completion, Grants Accounting ends the PI the email notification of award setup complete and Grants Analysts will request the New Grant meeting.

The SPC uploads the Award Setup Email notification to the Cayuse Award record in the Sponsored Projects module.

6.10. HIRING

6.10.1. POST DOC

A postdoc, or postdoctoral researcher, is someone who has completed their PhD and is working in a temporary research position. The goal is to gain further expertise, contribute to ongoing projects, and build a strong research portfolio before transitioning to a permanent role. Postdocs often collaborate on cutting-edge research, publish papers, and refine their skills before moving on to faculty positions or industry jobs.

6.10.1.1 NOTIFICATION

- Division of Research needs to know of a possible postdoc hire **ONLY** if start up funding will be used
 - Hired on start-up are handled differently

6.10.1.2 TIMELINE

- Departments/Faculty should plan on beginning the process 30 to 45 days prior to the anticipated first day of employment
- Most postdocs will be non-US persons and require visas, and their work eligibility requires careful coordination with General Counsel (GC)

6.10.1.3 FIRST STEP TO HIRING/POSTING

6.10.1.3.1 JOB DESCRIPTION/CLASS SPEC

- A job description is also called a class spec
- Hiring Department will contact the Compensation Team to discuss Post Doc job description
- A template Postdoc job description is attached in <u>Appendix K</u> that can be used as a starting point

6.10.1.3.1.1. REQUIRED INFORMATION FOR JOB DESCRIPTION/CLASS SPEC

- Summary
- Key Responsibilities/Essential Functions
- Minimum Qualifications
 - o Required Degree
 - o Experience
- Knowledge, Skills, Abilities

6.10.1.3.1.2. APROVAL

Once Class Spec has been approved and created in NeoEd, the Talent Acquisition Team will notify the Hiring Department via email that they can create the requisition.

6.10.1.3.1.3. CANDIDATE

- Already know candidate wanting to hire
 - o Process is the same EXCEPT no external posting is required
 - No additional notification is needed
 - All Postdoc Job Description/requisition are automatically hidden from being posted or visible on BGSU's career hiring page
- Do not know who candidate will be
 - Process is the same EXCEPT a posting is required
 - Will need to send the Talent Acquisition Team an email asking to make posting visible after completing the requisition created in the next step
 - Hiring Department will need to post the position to any posting sites you wish to target
 - Talent Acquisition Team will only post to BGSU's career page
 - All other posting sites, the Hiring Department wishes to post will need to be submitted and paid for by the Hiring Department.

6.10.1.3.2. REQUISITION

- Hiring Department creates the requisition form
 - o Example of approval from HR to start requisition (you will need to use most of this information)

The Class Spec #PDXXXX has been created for Postdoctoral XXXX in NeoEd, BGSU's applicant tracking system. The Class Spec was taken directly from the scope of work document you submitted.

If changes are necessary, please contact:

Administrative Positions

Patrick Kelly or James Szczublewski

compensation@bgsu.edu

Follow these steps and guidelines to proceed with approvals and posting (hidden and external posting):

6.10.1.3.2.1. CREATE THE REQUISITION

- Log in to NeoEd
- From the Dashboard under the Quick Actions section, click "Create a Requisition"
 - Job aid for creating a requisition

6.10.1.3.2.2. PROVIDE INFORMATION

- Position number: compensation team creates this
- Division/Department: XXXX Staff
- Class Spec #: PDXXX (from email send from HR approval)
- Working Title: Postdoctoral Researcher in XXXX
- Hiring Manager (add <u>ALL</u> the following individuals in this field)
 - Department Support
 - o Hiring Manager
 - o Search Committee Chair
 - o Katherine Stygles, Melissa Studer, and Latosha Gullatt
 - If needed individuals do not appear as a choice in NeoEd, contact the Talent Acquisition
 Team
- Grant Funded Yes or No
 - o If grant funded This is a grant funded position . . .
 - If not grant funded skip or select No
- Fund/Dept/Speed Type (and Percentage)
- Employee Class PDC Post Doc
- Budget
 - Budget number provided
 - Required field, but it is a "free text" field
 - The department adds detailed information about the grant approval, along with the department to charge initially until the grant is set up. This would allow the Director of Budgets to see this detail when approving the requisition
 - Documentation
 - Verifying that there is a grant to fund the position needs to be uploaded and attached to the requisition. This would be facilitated in Step 3 of the NeoEd, where other attachments are added
 - Budget number NOT provided (Early Posting)
 - Required field, but it is a "free text" field

- The department adds detailed information about the grant approval, along with the department to charge initially until the grant is set up. This would allow the Director of Budgets to see this detail when approving the requisition
- Documentation
 - The form required for this is located . . . this would be facilitated in Step 3 NeoEd, where other attachments are added
- Search Committee No
- Recruitment Length Post Doc By Invitation
 - "By Invitation" means that it will not be posted as an open competitive search, and you know who
 will fill the role
 - A specific link is given to the individual that will fill the role to complete and employment application attached to that position, and it will embed them in our system for the hiring process
- Search Committee No

6.10.1.3.2.3. EARLY POSTING

- Same process as above
 - o Complete this <u>form</u> to attach in NeoEd
 - This completed approval form is required to be attached in NeoEd.
 - Once submitted, the approval request goes to <u>research@bgsu.edu</u>. After approval (or denial), an automative email will be sent to the PI with the decision

6.10.1.3.2.4. APPROVALS

- Hiring Manager
 - o All other approval levels will prepopulate with the correct staff members
- Compensation
- Compliance
- Department Head: Dean
- Director of Budgets
- HR

6.10.1.3.2.5 ATTACHMENTS

• The Class Spec attachment received from HR initial email

6.10.1.3.3. RESTRICTED PARTY SCREENING

6.10.1.3.3.1 INTERNATIONAL APPLICANT

- J1 Visa
 - A non-immigrant visa for exchange visitors, allowing foreign nationals to temporarily study, teach, research, or participate in ither educational and cultural programs in the I.S. to be eligible, individuals typically require a sponsor, meet English language proficiency requirements, and must return to their home country for two ears after their program ends, unless specific exceptions apply
 - Hiring Department will contact <u>BGSU International Programs and Partnerships</u>
- H1B1 Visa
 - A non-immigrant work visa for citizens of Chile and Singapore who are employed in specialty occupations in the United States. It's a temporary, treatyObased visa. The period of employment is one year. Extensions may be obtained twice but only in one-year increments.

o Hiring Department will contact General Counsel.

6.10.1.3.3.2 DOMESTIC APPLICANT

- No restricted party screen needed
- A background check will be completed by HR

6.10.1.3.4. BACKGROUND CHECK

HR Talent Acquisition Team will initiate the background check for all applicants.

 <u>No</u> verbal or written offer of employment may be extended until a successful background check is returned and all approvals are complete on the NeoEd Offer Form.

6.10.1.3.4.1. INITIATE BACKGROUND

• Send all information to employment@bgsu.edu.

6.10.1.3.4.2. REQUIRED INFORMATION

- Name of the candidate
- Email address of the candidate
- Department number of grant number
 - Hiring Department must coordinate with Grants Accounting to ensure that sufficient funding will be available for the appointment period – typically 12 months
- Fund Number
- Speed Type (OPER is generally used if not indicated)

6.10.1.4. NEXT STEPS AFTER NEOED APPROVAL

6.10.1.4.1 CANDIDATE APPLICATION

• Once the requisition has been fully approved, the Talent Acquisition Team in HR will email the candidate instructions on submitting application for the specific post doc position

6.10.1.4.2. OFFER FORM

- After application has been submitted, the Talent Acquisition Team will create the Offer form and circulate for signatures
- When the Offer form has been fully approved and successful background check has been completed, the Talent
 Acquisition Team will notify hiring department that Post-Doc Appointment Form can be created, and candidate
 onboarded

6.10.1.4.3. JOB CLOSING

• Talent acquisition Team will close out job in NeoEd

6.10.1.4.4. ONBOARDING

- Hiring Department submits Guest ID request to create BGSU ID# or Talent Acquisition Team will create BGSU
 ID# and will share with Hiring Department
- Hiring Department will forward onboarding instructions to Post Doc

6.10.1.5. OFFER LETTER

6.10.1.5.1. BENEFITS

Post Docs do not have the following benefits:

- Are not eligible to life insurance or LTD
- Cannot have an ARP, must only have OPERS as their retirement plan
- **Do not** receive sick leave, personal or vacation leave

Post Docs are eligible for the following benefits:

- Medical/Rx
- Dental
- Vision
- 403b
- 457b

They are required to participate in OPERS and are not eligible for the ARP

6.10.1.5.2. TEMPLATE

- Use template in <u>Appendix J</u> for the Offer Letter.
- When sending for signature please be sure to send to applicant being hired an cc HR and payroll

6.10.1.5.3. FINAL INFORMATION

- The **Hiring Department** will send copy of completed offer letter to the Talent Acquisition team (employment@bgsu.edu).
- Talent Acquisition Team will create a job row (employee record id) in HCM
- Talent Acquisition Team will inform Benefits Team to reach out to employee to review benefit options and election deadlines.
- Talent Acquisition Team will close out job in NeoEd.
- Talent Acquisition Team will create BGSU ID# and will share with Hiring Department.
- Hiring Department will forward onboarding instructions to Post Doc.

6.10.2. EARLY POSTING

An early posting is used when a grant has been officially approved by the sponsor, but the internal university budget account hasn't yet been set up in the financial system. It allows the PI or department to begin charging expenses to the project (e.g., salaries, supplies, travel) before the formal budget setup is complete.

6.10.2.1. TIMELINE

- Departments/Faculty should plan on beginning the process 30 to 45 days prior to the anticipated first day of employment.
- This is only a temporary process until grant/project id # is set up.

6.10.2.2. FIRST STEP TO HIRING/POSTING

6.10.2.2.1. REQUIRED FORM

- Complete this form to attach in NeoEd
 - o This completed approval form is required to be attached in NeoEd.

Once submitted, the approval request goes to research@bgsu.edu. After approval (or denial), an automative email will be sent to the PI with the decision

6.10.2.2.2. JOB DESCRIPTION/CLASS SPEC

- A job description is also called a class spec
- Hiring Department will contact the Compensation Team to discuss Post Doc job description
- A template Postdoc job description is attached in Appendix K that can be used as a starting point

6.10.2.2.2.1. REQUIRED INFORMATION FOR JOB DESCRIPTION/CLASS SPEC

- Summary
- Key Responsibilities/Essential Functions
- Minimum Qualifications
 - Required Degree
 - Experience
- Knowledge, Skills, Abilities

6.10.2.2.2.2. APROVAL

Once Class Spec has been approved and created in NeoEd, the Talent Acquisition Team will notify the Hiring Department via email that they can create the requisition.

6.10.2.2.2.3. CANDIDATE

- · Already know candidate wanting to hire
 - Process is the same EXCEPT no external posting is required
 - No additional notification is needed
 - All Postdoc Job Description/requisition are automatically hidden from being posted or visible on BGSU's career hiring page
- Do not know who candidate will be
 - o Process is the same EXCEPT a posting is required
 - Will need to send the Talent Acquisition Team an email asking to make posting visible after completing the requisition created in the next step
 - Hiring Department will need to post the position to any posting sites you wish to target
 - Talent Acquisition Team will only post to BGSU's career page
 - All other posting sites, the Hiring Department wishes to post will need to be submitted and paid for by the Hiring Department.

6.10.2.2.3. REQUISITION

- Hiring Department creates the requisition form
 - Example of approval from HR to start requisition (you will need to use most of this information)

The Class Spec #PDXXXX has been created for Postdoctoral XXXX in NeoEd, BGSU's applicant tracking system. The Class Spec was taken directly from the scope of work document you submitted.

If changes are necessary, please contact:

Administrative Positions

Patrick Kelly or James Szczublewski

compensation@bgsu.edu

• Follow these steps and guidelines to proceed with approvals and posting (hidden and external posting):

6.10.2.2.3.1. CREATE THE REQUISITION

- Log in to NeoEd
- From the Dashboard under the Quick Actions section, click "Create a Requisition"
 - o <u>Job aid for creating a requisition</u>

6.10.2.2.3.2. PROVIDE INFORMATION

- Position number: compensation team creates this
- Division/Department: XXXX Staff
- Class Spec #: PDXXX (from email send from HR approval)
- Working Title: Postdoctoral Researcher in XXXX
- Hiring Manager (add <u>ALL</u> the following individuals in this field)
 - Department Support
 - Hiring Manager
 - Search Committee Chair
 - o Katherine Stygles, Melissa Studer, and Latosha Gullatt
 - If needed individuals do not appear as a choice in NeoEd, contact the Talent Acquisition
 Team
- Grant Funded Yes or No
 - o If grant funded This is a grant funded position . . .
 - o If not grant funded skip or select No
- Fund/Dept/Speed Type (and Percentage)
- Employee Class PDC Post Doc
- Budget
 - o Budget number provided
 - Required field, but it is a "free text" field
 - The department adds detailed information about the grant approval, along with the department to charge initially until the grant is set up. This would allow the Director of Budgets to see this detail when approving the requisition
 - Documentation
 - Verifying that there is a grant to fund the position needs to be uploaded and attached to the requisition. This would be facilitated in Step 3 of the NeoEd, where other attachments are added
 - Budget number NOT provided (Early Posting)
 - Required field, but it is a "free text" field
 - The department adds detailed information about the grant approval, along with the department to charge initially until the grant is set up. This would allow the Director of Budgets to see this detail when approving the requisition
 - Documentation
 - The form required for this is located . . . this would be facilitated in Step 3 NeoEd, where other attachments are added
- Search Committee No
- Recruitment Length Post Doc By Invitation
 - "By Invitation" means that it will not be posted as an open competitive search, and you know who
 will fill the role

- A specific link is given to the individual that will fill the role to complete and employment application attached to that position, and it will embed them in our system for the hiring process
- Search Committee No

6.10.2.2.3.3. EARLY POSTING

- Same process as above
 - Complete this form to attach in NeoEd
 - This completed approval form is required to be attached in NeoEd.
 - Once submitted, the approval request goes to <u>research@bgsu.edu</u>. After approval (or denial), an automative email will be sent to the PI with the decision

6.10.2.2.3.4. APPROVALS

- Hiring Manager
 - o All other approval levels will prepopulate with the correct staff members
- Compensation
- Compliance
- Department Head: Dean
- Director of Budgets
- HR

6.10.2.2.3.5 ATTACHMENTS

• The Class Spec attachment received from HR initial email

6.10.2.2.4. BACKGROUND CHECK

HR Talent Acquisition Team will initiate the background check for all applicants.

 <u>No</u> verbal or written offer of employment may be extended until a successful background check is returned and all approvals are complete on the NeoEd Offer Form.

6.10.2.2.4.1. INITIATE BACKGROUND

• Send all information to employment@bgsu.edu.

6.10.2.2.4.2. REQUIRED INFORMATION

- Name of the candidate
- Email address of the candidate
- Department number of grant number
 - Hiring Department must coordinate with Grants Accounting to ensure that sufficient funding will be available for the appointment period – typically 12 months
- Fund Number
- Speed Type (OPER is generally used if not indicated)

6.10.2.3. NEXT STEPS AFTER NEOED APPROVAL

6.10.2.3.1 CANDIDATE APPLICATION

• Once the requisition has been fully approved, the Talent Acquisition Team in HR will email the candidate instructions on submitting application for the specific post doc position

6.10.2.3.2. OFFER FORM

- After application has been submitted, the Talent Acquisition Team will create the Offer form and circulate for signatures
- When the Offer form has been fully approved and successful background check has been completed, the Talent
 Acquisition Team will notify hiring department that Post-Doc Appointment Form can be created, and candidate
 onboarded

6.10.2.3.3. JOB CLOSING

Talent acquisition Team will close out job in NeoEd

6.10.2.3.4. ONBOARDING

- Hiring Department submits Guest ID request to create BGSU ID# or Talent Acquisition Team will create BGSU
 ID# and will share with Hiring Department
- Hiring Department will forward onboarding instructions to Post Doc

6.10.2.4. OFFER LETTER

6.10.2.4.1. TEMPLATE

- Use template in <u>Appendix J</u> for the Offer Letter.
- When sending for signature please be sure to send to applicant being hired an cc HR and payroll

7: POST-AWARD NON-FINANCIAL MANAGEMENT

7.1. INITIATE A SUBAWARD OR SUBCONTRACT

If funds will flow through the grant to an entity that has agreed to work in collaboration with the BGSU PI to perform a substantive portion of the programmatic effort on an award, then the university will serve as the pass-through entity (PTU). In turn BGSU will issue a subaward/subagreement/subcontract to the **sponsor approved subrecipient organization** (i.e., either through approval specifically granted in an award notice or by receiving written prior approval from the sponsor after an award is issued) to conduct their portion of the proposed work.

Note: A subaward/subagreement/subcontract is an enforceable agreement, issued under a prime sponsored project, between a pass-through entity (BGSU) and a subrecipient (non-BGSU) for the performance of a substantive portion of the program; these terms do **NOT** apply to the procurement of goods or services from a contractor (vendor). (See Subrecipient vs. Contractor Guidance.).

After a sponsor approved subaward/subagreement/subcontract has been verified, the Sponsored Programs Coordinator (SPC) will pull the subrecipient commitment proposal paperwork from the Cayuse Proposal grant file approximately three (3) business days after the Award Packet is issued via email by Grants Accounting then initiate the subaward issuance process – subrecipient contractual instruments are between BGSU and the subrecipient organization.

Note: There are a number of shared responsibilities and issues associated with management and monitoring of subawards/subcontracts. Research & Sponsored Programs, Grants Accounting, and the PI are jointly responsible for regular monitoring of subawards throughout the life of an award to ensure performance goals are met and federal funds are spent in compliance with applicable laws, regulations and provisions.

7.2. INITIATE A CONTRACT (CONSULTANT) AND/OR CONTRACT AMENDMENT

If funds will flow through the grant to an individual or business whose expertise is required to perform the project wherein services are temporary and special or highly technical or an individual, business, or other entity which supplies products or services to the University, then the university will issue a contract, when applicable to the provider.

The consultant/contractor commitment proposal paperwork identified during the proposal submission phase can be processed by the Department after internal award accounts are established. Direct department staff to the BGSU purchasing Contracting Procedures and Forms.

7.3. UNDERTAKE SPONSOR PRIOR APPROVAL

Pls must complete the <u>Post-Award Modification Form</u> for grants/cooperative agreements/contracts changes requiring sponsor's prior approval; the SPC will review the request then obtain institutional review/approval if applicable prior to funder submission. If approval is received from the sponsor, the investigator and other academic and administrative units will receive notification.

Types of Prior Approvals:

- Change in Scope of Work
- Change of Key Personnel
- Key Personnel disengagement of 3 or more consecutive months, or decrease in effort of 25% or more
- Transfer of award to another institution
- Pre-award costs over 90 days
- No Cost Extensions
- Adding to the award budget: Equipment, land acquisition, construction/renovation, administrative or clerical salaries
- Reallocating Participant Support Costs to an F&A bearing category in the budget.

Sponsor -specific prior approval requirements can be found here. And NSF prior approval matrix here.

7.4. UNDERTAKE RE-BUDGETING REVISION & APPROVAL

The PI may determine that sponsor approved budget allocations aren't representative of actual project needs. The PI will work with Grants Accounting to request a budget reallocation or transfer. When no sponsor prior approval is needed, the Grants Analyst will amend the budget in BGSU's financial system. If sponsor approval is required then Grants Analyst will forward a copy of the budget revision request to Research & Sponsored Programs for the SPCs review, concurrence and submission to the sponsor. The revision must provide a justification that clearly identifies the budget items being adjusted, rationale for why line items being reduced are no longer needed in that budget category, and instead needed in the line item being increased. The budget revision must include a statement that addresses how the needs of the project are benefited from a sponsor approved reallocation. The PI should NOT contact the sponsor directly regarding budget revisions/prior approval. All communications should go through RSP.

7.5. REQUEST A PROJECT NO-COST EXTENSION

If the PI desires a no cost extension, then the SPC has the PI complete the <u>Post-Award Modification Request Form</u> certifying that the project balance has been reviewed with Grants Accounting and the work on the project requires additional time to complete. The no cost extension request authorizes Research & Sponsored Programs to send this request to the sponsoring agency on behalf of the PI.

7.6. SUBMIT A PROJECT NON-COMPETING RENEWAL PROPOSAL

Some multiple-year projects are awarded one year at a time i.e., based on fund availability, generally with the expectation that the sponsor will support the entire project. However, some funding agencies require only a one-year initial proposal then new proposals for each subsequent year of the project. Often these non-competing continuation proposals are not subject to competitive review as was the initial proposal.

The internal review process for continuation proposals is the same as a regular proposal. Pls will complete a Proposal QuickStart Survey.

8. LIMITED SUBMISSIONS

8.1. ADMINISTRATIVE WORKFLOW

If the PI notifies the SPC of limited submission criteria, then verify solicitation requirements before moving the request forward to the Director of RSP.

The Director of RSP will take the following action: (1) if over 2 months from the due date, determine the level of interest (and therefore any potential need for a competition) or (2) if less than 2 months from the due date, provide a determination to move forward if no other interest expressed previously or if still within limited submission guidelines (working on a first-come basis).

The Director will communicate the determination to the SPC, who will then reach out to the PI. **See templated email responses.**

Note: There is a maximum 2-week timeframe to notify the PI after the PI reaches out to the SPC about a limited submission proposal.

If an internal limited submission competition must be conducted, the Director of RSP will collect materials for internal review. The Director will notify PIs and SPCs of the outcome, so that SPCs can resume work with those that will move forward for proposal submission.

8.2. PI/WEBSITE INSTRUCTIONS

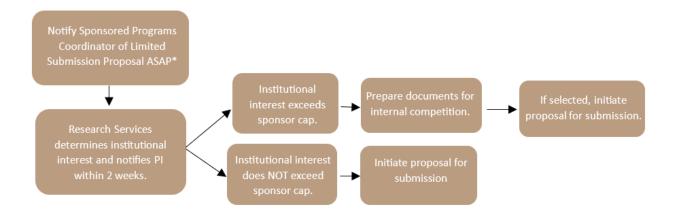
A *Limited Submission* is a funding program for which the sponsor has restricted the number of applications or proposals an institution can submit in response to that program.

The principal investigator is responsible for notifying Research & Sponsored Programs as soon as possible if a proposal is being developed for any program that limits the number of submissions from the institution.

The submission of more proposals than allowed may result in a disqualification of all proposals, so limited submissions are coordinated through Research Services. Generally, all campuses are considered a single institution by sponsors (e.g. NSF) unless alternate limitations ("by school," "by department") clearly apply.

However, some sponsors may consider branch campuses as separate, by definition. It is best to consult early with your Sponsored Programs Coordinator to make a determination.

8.2.1. STANDARD LIMITED SUBMISSION PROCEDURE



*If the sponsored programs coordinator is notified <2 months prior to the sponsor deadline and insufficient time is available for an internal competition, then Research Services will determine submission eligibility based on the date/time of the initial PI email notification of the limited submission to the sponsored programs coordinator.

8.2.2. INTERNAL LIMITED SUBMISSION COMPETITION PROCEDURE

If it has been determined that institutional interest will exceed the sponsor cap, then the principal investigator should complete all Limited Submission Competition Materials (below) and submit the information to the Director of Research & Sponsored Programs per the internally set deadline (at least 2 months prior to the sponsor deadline). A cross-institutional committee (e.g. Research Associate Deans) will be convened by Research & Sponsored Programs to determine which proposal(s) will be approved for submission to the sponsor; the committee will be chaired by a representative from the Division of Research (or a designee). All applicants will be informed by the Director of Research & Sponsored Programs of the committee's decision as expeditiously as possible and successful applicants should develop full proposals for submission utilizing normal procedures.

Previously authorized applicants are not automatically authorized to resubmit if an award was not secured from a past submission. Non-awarded PIs must go through the internal review and selection process as if it were a new submission. Within the 2-page preproposal outline, potential resubmissions should summarize reviewers' concerns and how those concerns would be addressed in a resubmitted proposal.

8.2.3. INTERNAL LIMITED SUBMISSION COMPETITION MATERIALS (NOTE PAGE LIMITATIONS)

Email materials to the Research & Sponsored Programs Director as a single pdf document by the internal deadline.

- Limited Submission Coversheet
- Brief nomination Letter from Department Chair or equivalent maximum 1 page
- Brief pre-proposal outlining proposed research program maximum 2 pages
- NSF- or NIH-formatted biosketch for the PI maximum 3 pages
- Resources/facilities statement, including any anticipated internal commitments (e.g. staff, facilities, cost share)
 maximum 1 page
- A copy of prior reviews in the case of a proposal resubmission

9. APPENDIX A. SPC PRE-AWARD PROPOSAL CHECKLIST.

Pre-Award Proposal Checklist

Document revised 10/01/2024

Proposals for external funding are submitted by eligible Principal Investigators (PI) to Research & Sponsored Programs for review and institutional signature prior to submission to sponsor.

Proposal Development Activities

Initial Notification from PI

If a PI communicates an intent to submit a proposal via phone, email, or text, request that the PI initiate the process by submitting the Proposal QuickStart Survey information when they are ready to move forward (see Templated Emails – Appendix B).

Upon receipt of Proposal QuickStart Survey data:

- Notify the PI of survey receipt (see Templated Emails Appendix B). Send email via Cayuse or upload to Cayuse.
- Start proposal in Cayuse by entering the appropriate survey information into the Cayuse system; see Appendix E for required data field check list.
- Notify the PI of project initiation in Cayuse (see Templated Emails Appendix B). Send email via Cayuse or upload to Cayuse.
- Send the PI Consult email to the PI and upload to the Cayuse file.

- Notify any personnel of needed training/disclosures (i.e. RCR, FCOI) via the Cayuse system. Note: some solicitations may also have further compliance requirements.
- Notify Director of Research Integrity of any STEM proposals that are required to restrict involvement of foreign persons or that restrict participation to US citizens only.
- Certification notifications should be generated from within Cayuse.
- Review PI-generated draft budget and budget justification.
- Engage PI in any needed budget revisions.
 - If there are internal commitments, assist with the Institutional Commitment Form.
 - If there are subrecipients, see the section on Subrecipients/Vendor/Consultant and Appendix D to verify appropriate documentation and roles.
 - Also see the section below on budgetary considerations.
 - When budget review completed, notify PI (see Templated Emails Appendix B). Upload to Cayuse.

In general, use templated email responses (Appendix B) to communicate with PIs on project issues/needs, noting that some items must be uploaded to Cayuse (see *Electronic Research Administration Platform Overview* section). In addition, if substantive issues must be resolved, then a summative email outlining the negotiation and/or outcome should be documented in Cayuse (either as a summative communication from Cayuse or an uploaded summary document). *Cayuse is the official record for the project so it must be complete.*

Budgetary Considerations

Verify Indirect Cost Rate (Facilities and Administrative (F&A))

- Provide documentation if required. (If different from university allowable rates, provide a copy of agency allowable rate or guidelines).
- Is the federally negotiated IDC rate being used? If not, one of the following must apply:
 - The sponsor is a non-profit and has a written policy capping IDC
 - The sponsor is federal and IDC is limited by statute or by RFP/RFA/Solicitation
 - An F&A waiver was approved by the VP for Research or Provost via an ICF

Verify whether there is cost share, required match or third-party match

 Obtain documentation of matching costs with appropriate signatures via the Institutional Commitment Form.

Subrecipients, consultants and/or subcontracts

- If other institutions are participating in the proposal as a subrecipient, have appropriate approvals from the participating institutions been obtained?
- Is the role of each institution clearly stated in the proposal to avoid misunderstandings and potential disputes?
- Have the appropriate forms been completed? Note: If there are subrecipients, see the section on Subrecipients/Vendor/Consultant and Appendix D to verify appropriate documentation and roles.
- Any other forms required by Sponsor?

Review and finalize budget

- Does the budget add up?
- Does the budget match the justification?
- Make tracked corrections to the budget as needed.
- Does the project conform to any limitations imposed by the sponsor (e.g., <u>salary</u> <u>caps</u>, prohibition on the purchase of equipment, etc)?
- If there are administrative and clerical salaries included in the budget, do these personnel costs meet all of the following criteria: 1) individual is **integral** to the project, 2) individual can be specifically identified to the project; 3) costs have been explicitly budgeted and justified as to the project?

Note: General Purpose Costs, such as administrative salaries and office supplies are recovered under IDC and should **NOT** be included in the budget, except under specific circumstances.

Agency Guideline Considerations

- Request for Proposal (RFP), Program Description, Agency Forms and Certifications (if applicable), etc.
- Individual agency forms identify specific requirements for completing the various proposal elements including the cover page, proposal narrative, budget/budget justification, current and pending support, and biographical sketch.
- Review sponsor guidelines (e.g., RFP, RFA, BAA, FOA, etc.) to determine
 requirements and appropriate application procedures. In most cases, noncompliance
 with agency requirements will result in return of proposal without agency review.
 Items identified as "must" should be searched out in the document and included in
 the PI consult.
- Award terms and conditions the university would be agreeing to at proposal submission should be vetted before proposal is submitted, if available.

Review the guidelines ahead of time and mark those items within the RFP that will need more attention and address accordingly. **PLAN AHEAD WHEN POSSIBLE AND NOTE REQUIREMENTS IN THE PI CONSULT DOCUMENT.**

Internal Approval

- Encourage the PI to move forward for Internal Approval as quickly as possible by completing the budget, budget justification, project summary/abstract, RCR/FCOI compliance, and certification.
- Route materials for Internal Approval, initiating with PI. Ad hoc in approvers as needed.

Proposal Submission Activities

Once the PI has all documents ready for submission (along with the budget that was approved earlier), complete a final administrative review prior to submission to ensure all required documents are present. If Internal Approval was not completed previously, then the 5-day deadline for review/approval is reasonable.

- Verify proposal information is complete in Cayuse eRA System according to data provided/developed. See Appendix E for required fields.
- Re-verify required training and certifications such as RCR, FCOI are completed in Cayuse personnel record.
- If there is a deviation from the standard on-campus IDC rate, verify appropriate documentation/approvals.
- If there is cost share, required match or third-party match, verify appropriate documentation/approvals.
- If there are subrecipients, consultants and/or subcontracts, verify appropriate documentation/approvals.
- If additional endorsements/letter of commitment are needed, verify format. Some letters require editing and/or a hand-signed signature, with no stamp or graphic allowed.
- Verify Compliance Training and Documents (as needed per proposal). Some agencies may require approvals or pending protocols at time of submission (e.g. IRB).
- If there were any budget revisions or transition to a new budget template, reverify. If significant budget changes occurred, it may require new Internal Approval routing.
- Does the proposal conform to page and font size limitations imposed by the sponsor?
- Does the proposal include all necessary attachments (e.g., biographical sketches, certifications and assurances, quotes, etc.)
- Submit to sponsor according to the RFP in advance of the stated deadline.
- Notify PI when submission complete (see Appendix B for templated Email). Send email via Cayuse or upload to Cayuse.

 Any sponsor communications (and resolutions) related to the submission should be uploaded to the Cayuse Proposal (Sponsored Projects Module).

10. APPENDIX B. TEMPLATED EMAILS

IMPORTANT NOTE: replace highlighted text with specifics and remove highlighting

10.1. PROPOSAL SETUP & PI CONSULT

1. PI reaches out to initiate proposal outside of Proposal QuickStart Survey

Thank you for reaching out to me concerning your upcoming proposal. I look forward to working with you and am happy to answer any questions that you may have before initiating the process. Once you are ready to move forward, please complete the Proposal QuickStart Survey to provide me with the necessary information to initiate an electronic proposal record for you and provide you with project-specific guidelines for proposal preparation.

2. FYI: Qualtrics automatic notification sent to PI upon PI survey submission

Thank you for providing the information needed for us to initiate an electronic proposal record. A sponsored programs coordinator will be reviewing your information and responding to you within two (2) business days. If you fail to receive a response, please reach out directly to your sponsored programs coordinator or research@bgsu.edu.

3. After SPC notified via Qualtrics of new proposal, send Initial email to PI

Thank you for providing the proposal information needed for me to initiate an electronic proposal record for you.

I will also use this information to provide you with a detailed list of submission requirements. The review of submission requirements usually takes about three (3) business days, because I need time to review solicitation, agency and university policies while preparing the document for you.

After you receive the detailed submission requirements, we can also setup a time to meet for a pre-proposal consult if that would be helpful.

4. SPC confirms proposal setup

Thank you for providing the proposal information needed for me to initiate an electronic proposal record for you.

For your records, your BGSU proposal number is: XXXXXX

I will be reaching back out to you soon with a detailed list of submission requirements based upon solicitation, agency and university policies.

5. SPC sends PI Consult materials to PI (from Cayuse)

See PI Consult Template (separate file in Appendix C)

10.2. SPONSORED PROJECTS

1. FCOI Training/Disclosure email to PI, co-PIs and/or Senior Personnel that need to complete

You are being contacted concerning your inclusion on an upcoming grant submission. You were listed as a PI, co-PI or Senior Personnel on the proposal and are therefore required to complete the Financial Conflict of Interest (FCOI) Disclosure process before the proposal can be submitted. You should have already received a linked email from no-reply@Cayuse.com concerning this submission. To avoid submission delays, please complete the training / disclosure / training and disclosure at your earliest convenience.

The "Conflicts of Interest" (COI) training is offered through the <u>CITI Program</u> training platform. If you do not have an existing CITI Program account, follow the instructions <u>here</u> to set up an account. If you have an account, access the COI training by visiting the CITI Program <u>Log In</u> page. Note: BGSU does not use Single Sign-On (SSO) with the CITI Program.

Once you are logged into your CITI Program account, click the "View Courses" button to access the course list. Click the "Add a Course" button towards the bottom of the page to add courses as needed.

Thank you for your prompt attention to this federal requirement.

2. RCR Training email to PI and/or co-PIs that need to complete

You are being contacted concerning your inclusion on an upcoming grant submission. You were listed as an investigator on the proposal and are therefore required to complete the Responsible Conduct of Research (RCR) training before the proposal can be submitted. To avoid submission delays, please complete this training at your earliest convenience.

The RCR training is offered through the <u>CITI Program</u> training platform. If you do not have an existing CITI Program account, follow the instructions <u>here</u> to set up an account. If you have an account, access the RCR training by visiting the CITI Program <u>Log In</u> page. Note: BGSU does not use Single Sign-On with the CITI Program.

Once you are logged into your CITI Program account, click the "View Courses" button to access the course list. Click the "Add a Course" button towards the bottom of the page to add courses as needed.

More RCR information is available on the Research Integrity website.

Thank you for your prompt attention to this federal requirement. Please contract ResearchIntegrity@bgsu.edu if you have additional questions.

3. Budget Review Completed

Thank you for working with me to finalize your budget and budget justification. Based on my review, these appear ready to go and will be uploaded to your Cayuse proposal file.

Please let me know if anything changes that would require further review or revision.

4. PI Internal Approval Initiation Email

Based upon our discussions, I will initiate the internal approval process for proposal #XXXXXXXX.

The proposal has the following documents attached for review/approval: (1) project summary, (2) budget, (3) budget justification.

You are NOT requesting any institutional commitments, so no additional documentation is required.

OR

You are requesting institutional commitments, so the signed Institutional Commitment Form is also attached.

You will receive a link from Cayuse asking that you initiate the certification approval process.

5. Submission Complete notification (with post-submission survey link)

Thank you for allowing the Division of Research to assist you with your proposal submission to the XXXXX. Our records indicate that the proposal was submitted at XX:XX today.

We are constantly striving to improve our services and would appreciate it if you could take five minutes to answer a 4-question survey [COMING SOON].

10.3. AWARD

1. PI Congratulatory Award email (initial)

Congratulations on your recent award notification for your project entitled (title) from (sponsor) for (dates)!

We will be following up with you very soon on next steps, but first we need to review the award notification and conditions.

2. For award notifications which are not processed immediately for whatever reason.

Congratulations! We have received notification of your award entitled (title) from (sponsor) for (dates). This award is in process/in negotiation/receiving approvals, and you will receive notification as the status changes.

If you have internal processes to complete for the award, such as IRB protocols, please do so at this time.

3. For continued delay in award receipt

Your award entitled (title) from (sponsor) for (dates) continues in the process of contract negotiations/approvals. You should expect to receive your award information and grant number within the next XX days/weeks. Please feel free to contact me if you have any questions or concerns.

10.4. LIMITED SUBMISSIONS

1. PI notifies SPC of intent to submit to a limited submission competition - Initial response email

Thank you for providing notification of intent to submit a proposal to a limited submission call for program information/title.

We will communicate with your college to determine the number of proposals for this call. If there is a need for a competition due to the number of planned submissions, or if there are no planned submissions from other faculty, we will contact you by enter date 2 weeks out and provide detailed instructions and deadlines in order to begin the limited submission internal competition process or to begin the proposal submission process.

2. After the Director of RSP reviews, determination response from SPC if no internal competition

Thank you for providing notification of intent to submit a proposal to a limited submission call for program information/title.

It has been determined there are no other planned submissions to the call (or we have not reached the limit required to trigger an internal competition), so you may proceed with the proposal preparation and submission process with your sponsored programs coordinator.

3. After the Director of RSP reviews, determination response from SPC if an internal competition is required

Thank you for providing notification of intent to submit a proposal to a limited submission call for program information/title.

It has been determined an internal competition is necessary as the number of planned proposals exceeds the limit allowed by the funding agency. Please follow the link (LINK COMING SOON) to complete the limited submission process, including the coversheet and other indicated documentation, to be submitted to the Director of Research and Sponsored Programs (marsela@bgsu.edu with a cc: to researchsp@bgsu.edu) by close of business on deadline date.

11. APPENDIX C. PI CONSULT TEMPLATE EMAIL.

IMPORTANT NOTES: (1) DELETE all highlighted text/instructions, (2) select blue text and add specifics, as indicated. Maintain blue color.

11.1. What are the next steps in proposal preparation/submission?

Information below is based upon your Proposal QuickStart Survey responses and the Sponsored Programs Coordinator's review of the funding opportunity. PLEASE RETAIN THIS DOCUMENT FOR REFERENCE.

PI:
BGSU Proposal Number:
Funding Agency:
Solicitation Number:
Due Date:
Website addresses:
1.2. Funding Agency Specifications

1

Funding agencies have many submission requirements. In preparation for your proposal submission, your Sponsored Programs Coordinator has highlighted areas below for you to consider as you undertake proposal preparation. While your Sponsored Programs Coordinator is an invaluable resource in helping to navigate agency regulations, the need for the Principal Investigator (PI) to carefully review the solicitation cannot be overstated.

Please draw your attention to the attached list of special requirements for this proposal.

In addition to reviewing the specific funding solicitation, the following link directs you to the agency's supplementary proposal preparation guide -

LIST NAME OF GUIDE: LINK

While the Sponsored Programs Coordinator can provide assistance with non-technical portions of the proposal, the final responsibility for proposal content lies with the PI. The PI and research team should review the program solicitation to determine the proposal components. Each funding agency, and even individual solicitations within the same agency, can have distinct proposal components and application forms. A list of standard categories by sponsor type is available here [COMING SOON].

Once preliminary documents are prepared, your Sponsored Programs Coordinator will assist you with internal approval (see Internal Approval Section below). Internal approval should occur as early as feasible, but generally 2 months before due date.

After the final proposal packet is ready, the Sponsored Programs Coordinator will conduct an administrative review if received five (5) business days prior to the due date. This final review ensures that proposals comply with the instructions and the format specified. Proposals that do not conform to sponsor guidelines may be deemed nonresponsive and returned without review by the agency.

11.3. Planning Milestones

TARGET DATE	ITEM	NOTES
	Letter of Intent (if applicable)	
	Draft Budget to Sponsored Programs Coordinator	
	Sponsored Programs Coordinator to review budget and secure paperwork for any subaward budgets	
	Compliance Questions completed by PI, co-PIs and senior personnel listed in budget	
	Training completed by PI & co-PIs	
	Final budget, budget justification and project summary to Sponsored Programs Coordinator	
	Institutional Commitment Form Routing (AdobeSign)	
	Internal Approval — Conflict of Interest (Cayuse)	SPC will initiate this step earlier in the routing process and upon COI determination and final document review/completion will move internal routing through the approval process.
[completed 5 business days prior to deadline]	Internal Approval Routing (Cayuse)	
[5 business days prior to sponsor deadline]	All components ready for submission review	
[Target date 2 business days prior to sponsor deadline]	Sponsor Submission Deadline	

11.4. Internal Approval Process

Proposals in preparation for submission will be reviewed internally for institutional commitments and alignment with university and unit missions. It is highly advisable that internal approval is secured early in the process.

REQUIREMENTS TO SECURE INTERNAL APPROVAL:

- The Sponsored Programs Coordinator will route the following documents:
 - Project Abstract/Summary
 - o Budget
 - o Budget Justification
 - o Institutional Commitment Form (if needed). Note: If no Institutional Commitment form is included, then it will be assumed that no project-specific institutional resources will be required beyond routine F&A infrastructure support.
- All required training and Certifications must be completed **prior** to internal approval routing. The PI/co-PIs/Senior Personnel will receive individual notifications concerning required actions.

After internal approval is obtained, the team may continue to work on the proposal description and other elements prior to final administrative review for submission. Full administrative review of all documents generally requires five (5) working days to ensure submission by the agency due date.

11.5. Institutional Commitments

Commitment of university resources (beyond standard IDC costs), curricular revisions or creation of administrative units (e.g. center) require pre-submission disclosure and/or approval.

In your Proposal QuickStart Survey you indicated that you do NOT anticipate project-specific institutional commitments for project completion.



In your Proposal QuickStart Survey you indicated that you anticipate the following type(s) of institutional commitment(s) that would require pre-submission approval and/or disclosure using the <u>Institutional</u> <u>Commitment form</u>. Some actions also require additional post-award approvals. See details below.

SPC: Select the appropriate information from the list below.

Cost sharing or matching funds: Occasionally, sponsors may require that Bowling Green State University share part of the costs of the proposed research either through a cost-share agreement or a set dollar match. The University strongly discourages unnecessary or voluntary cost sharing and this may be further prohibited by some sponsors. All cost-sharing or matching agreements must be approved prior to proposal submission using the Institutional

Commitment form. In addition, PIs are strongly encouraged to start these conversations with the responsible units as early as possible to ensure timely approvals.

Course buyout or course release for a faculty member: Course buy-out/release involves a full or partial course assignment change during the Fall or Spring semester for 9-month faculty appointments. All course releases must be approved prior to proposal submission using the Institutional Commitment form. In addition, Pls are strongly encouraged to start these conversations with the responsible units as early as possible to ensure timely approvals.

University-funded assistantship or tuition waiver for a graduate student: Graduate student tuition is an essential institutional resource and should be included in the sponsors budget unless specifically prohibited by the solicitation or sponsor. Requests for project-specific, university-funded assistantships or tuition waivers require approval prior to proposal submission using the Institutional Commitment form. Note: this does NOT include assistantships that project-associated students may obtain as part of routine department/college assignments (e.g. TAs, GAs). In addition, special approval is NOT required for out-of-state tuition waivers, which are provided by the VPR to all RAs regardless of support source.

Changes to or creation of a new course, academic program, degree and/or certification: Significant course changes such as delivery mode (e.g. moving in-person course online) or creation of a new course, academic program,

degree and/or certification will require approval prior to proposal submission using the Institutional Commitment form. If funded, you will be required to submit additional paperwork for further review and approval by the appropriate units. In addition, PIs are strongly encouraged to start these conversations with the responsible units as early as possible to ensure timely approvals.

Creation of new center and/or institute: Requests for the creation of new centers or institutes require approval prior to proposal submission using the Institutional Commitment form. If funded, an application package must be submitted to the Division of Research for further review and approval. All centers and institutions are subject to periodic assessment for sustainability per university policies. In addition, PIs are strongly encouraged to start these conversations with the responsible units as early as possible to ensure timely approvals.

Maintenance of facilities or equipment, additional space, modifications to existing space, or use of off-campus facilities not owned by the University: Commitment of university facilities specific to this project (e.g. additional space, use of off-campus facilities) or additional university expenses (e.g. equipment maintenance) will require approval prior to proposal submission using the Institutional Commitment form if this exceeds routine IDC support. In addition, PIs are strongly encouraged to start these conversations with the responsible units as early as possible to ensure timely approvals.

Obligation to continue the program beyond the term of the grant/contract: If the solicitation/RFP/sponsor requires that all or part of the program continue beyond the term of the grant/contract, institutional approval

must be acquired prior to proposal submission using the Institutional Commitment form. In addition, PIs are strongly encouraged to start these conversations with the responsible units as early as possible to ensure timely approvals. This type of post-award obligation is extremely rare.

11.6. Budget & Budget Justification

The PI is responsible for generating a draft budget and budget justification. Research & Sponsored Programs provides a generic PI budget template. The PI should choose the template that meets project needs (BGSU template or sponsor template), keeping in mind that the generic template has embedded Bowling Green State University calculations (e.g. fringe benefits) along with additional explanatory text (e.g. per diem rates) that will facilitate budget planning and revisions. A sample budget justification template is available on the Faculty Support website; see Forms in the Proposal Preparation section.

If you need assistance with budget preparation or specific information, there are several resources available: (1) Division of Research professional development opportunities, (2) the Proposal Preparation website (see the section on Budget Preparation) or (3) your Sponsored Programs Coordinator.

Upon completion, convey the draft budget to your Sponsored Programs Coordinator for review. The Sponsored Programs Coordinator will highlight areas for reconsideration based on the sponsor and solicitation/RFP guidelines. For ease of communication, Sponsored Programs Coordinators are happy to utilize a shared document for revisions/discussion.

Internal approval requires a complete budget and an aligned budget justification. The approval process can utilize the draft budget template or the agency format, whichever the PI prefers. The Sponsored Programs Coordinator will transfer the PI budget to the internal BGSU Budget Template for Grants Accounting use if awarded.

Additional Budget Considerations: Subrecipient/Vendor/Consultant and Program Income

In your Proposal QuickStart Survey you indicated that you do NOT anticipate subrecipients, vendors, consultants or program income as part of this project.



In your Proposal QuickStart Survey you indicated that you anticipate subrecipients, vendors, consultants or program income as part of this project. See details below.

SPC: Select appropriate text for inclusion.

Subrecipients, contractors or consultants: If your budget will include subrecipients, vendors and/or consultants, then your grant coordinator will assist you with this budget piece upfront. There are forms that must be completed to meet sponsor requirements. A general layout for the process is (1) determine nature of the relationship (i.e. subrecipient, contractor or consultant) and (2) complete the appropriate form.

- The process for subrecipients is the most involved (e.g. institutional subaward). The sponsored programs coordinator will work with institutional/organizational subrecipients to secure needed paperwork using information provided by the PI on the Subrecipient Information form.
- Vendors generally are not subject to the same regulations as subrecipients and therefore may not require additional pre-award paperwork.
- Consultants with limited scope (e.g. advisory board member) do not need to provide paperwork, but the PI must complete the Consultant Information Form (so that the sponsored programs coordinator can complete federal vetting requirements in advance).
- Consultants with a broader scope (e.g. project evaluator), must complete a Consultant Letter of Commitment form.
 - For individual consultants, the PI is responsible for securing a Consultant Letter of Commitment (see Consultant Letter of Commitment – Individual form).
 - o For institutional/organizational consultants, the grant coordinator will secure needed paperwork.

Program income: Sponsored projects conducted by non-federal entities, such as a university, may earn income to offset program costs where appropriate. Most federal agencies require applicants to list estimated income (and source) on grant applications, but PIs should consult solicitations/RFP for details specific to their projects.

Universities are required to report program income generated during the performance of an award, and all program income must be properly identified.

Budget Salary Information

In your Proposal QuickStart Survey you indicated that you do NOT have co-PIs or other Senior Personnel that will be included in the budget.



In your Proposal QuickStart Survey you indicated that you have co-PIs or Senior Personnel that will be included in the budget.

To facilitate budget preparation, current FY base salaries for these individuals are included below. All salaries reflect 9-month appointments unless indicated otherwise.

XXXXXXX

11.7. Research Integrity

• All PIs and co-PIs MUST have completed FCOI training within the past three years and have an active disclosure form on file with the Division of Research prior to proposal submission.

Based on your Proposal QuickStart Survey personnel, all individuals have completed the training and disclosure.



Based on your Proposal QuickStart Survey personnel, the following individuals are missing the training and/or disclosure: XXXXXXX. A link to complete training and/or the disclosure was sent to these individuals.

• All financial conflicts of interest with respect to the current proposal must be disclosed.

Based on the Proposal QuickStart Survey, you indicated no significant financial interest related to this proposal.



Based on the Proposal QuickStart Survey, you indicated a potential financial conflict of interest related to this proposal; the details will need to be disclosed on the FCOI Disclosure form.

• All PIs, co-Is and Senior/Key Personnel MUST complete the Responsible Conduct of Research (RCR) training prior to proposal submission.

Based on your Proposal QuickStart Survey personnel, all individuals have completed the training.



Based on your Proposal QuickStart Survey personnel, the following individuals are missing the training: XXXXXX. A link to complete training was sent to these individuals.

• Within the Division of Research, Research Integrity works with oversight committees and boards (e.g. IRB, IACUC, IBC) to promote the ethical conduct of research on behalf of Bowling Green State University. Outside of the Division of Research, Environmental Health & Safety regulates radiation use and unmanned aircraft systems. The use of unmanned aircraft systems must be cleared prior to use via the process outlined by Risk Management. Finally, any work involving hemp or cannabis requires review and possible approval via the Division of Research prior to proposal submission. Contact the Director of Research Integrity to determine how to best obtain the proper approvals for doing hemp or cannabis research.

In your Proposal QuickStart Survey you indicated that you do NOT anticipate research activities requiring approval via the mechanisms outlined above.



In your Proposal QuickStart Survey you indicated that you anticipate the following activities that would require approval <u>prior to initiating the work</u> (see details below). Note: only some sponsors require approval or a pending protocol at the time of submission. However, any cannabis-related research requires institutional review prior to proposal submission. Contact the Director of Research Integrity to determine how to best obtain the proper approvals for doing hemp or cannabis research.

SPC: Insert the appropriate information based upon the survey.

Humans as research subjects or human data use: All research and scholarship that involves humans must be approved by the institutional review board (IRB) prior to the initiating recruitment of subjects and data collection. The IRB is a federally mandated committee that provides oversight for all research involving human subjects. Some sponsor agencies may require determination letters (where proposal lacks defined plans for involvement of human subjects) or pending or approved protocols at the time of proposal submission.

Use of vertebrate animal subjects and/or animal maintenance: All research and instruction that involves vertebrate animals must be approved by the Institutional Animal Care and Use Committee (IACUC) prior

to initiation. The IACUC is a federally mandated, campus-based committee having responsibility for overseeing the institution's compliance with the care and use of animals. All Bowling Green State University activities involving the care and use of non-human, vertebrate animals are subject to compliance with the federal Animal Welfare Act. Some sponsor agencies may require pending or approved protocols at the time of proposal submission.

Biohazards, infectious material, recombinant and synthetic nucleic acid molecules, genetically modified plants or organisms, and transgenic animals: The Institutional Biosafety Committee (IBC) is charged with oversight of all research at Bowling Green State University that involves biohazardous materials to ensure safe scientific practices that do not endanger the well-being of university employees, students or the public. In this capacity, the IBC provides assistance to investigators by reviewing research protocols that involve recombinant and synthetic nucleic acid molecules, pathogenic microorganisms and other infectious agents and toxins.

Cannabis, Medical Marijuana or Industrial Hemp: You must seek university approval prior to proposal submission. Please contact the Director of Research Integrity to determine how to best obtain approval.

Does your work involve growth, production, procurement, administration, or use of any medical cannabis product? If yes, you cannot proceed because BGSU cannot support this type of research. Visit the Controlled Substance page to learn more on the type of medical cannabis research that can be done on campus.

Does your research involve actual physical hemp product (e.g. purchased certified hemp)? If yes, please contact the Director of Research Integrity to determine how to best obtain approval.

lonizing or non-ionizing radiation: <u>Environmental Health & Safety</u> is charged with oversight of research at Bowling Green State University that involves ionizing or non-ionizing radiation.

Unmanned Aircraft Systems (Drone): The Federal Aviation Administration (FAA) stipulates that drones must be flown in accordance with 14 CFR 107 or under an approved Certificate of Waiver or Authorization (COA). This includes, but is not limited to, the use of drones for education, research, maintenance, marketing and communication. The FAA does not extend any sort of hobby or recreational use exemption or allowance to a public university to operate unmanned aircraft for any purpose.

Therefore, any drones must follow the University <u>policy</u>, <u>Risk Management procedures</u>, and regulations outlined in the Part 107 certification for pilots.

11.8. Foreign Influence

In your Proposal QuickStart Survey you indicated that you have NOT participated in or benefited from any foreign educational or research arrangements (e.g. talent recruitment programs, foreign educational or research institutions, or a foreign entity, military or government agency). Please notify Research & Sponsored

Programs as soon as possible if this should change during the course of your project. Please visit BGSU's Research Security webpage to learn more about Foreign Influences on research.



In your Proposal QuickStart Survey you indicated that you have participated in or benefited from a foreign educational or research arrangement (e.g. talent recruitment programs, foreign educational or research institutions, or a foreign entity, military or government agency). These activities will be reviewed by the Director of Research Integrity to determine what, if any, disclosures to make in your proposal. You may be contacted by the Director of Research Integrity for additional information. Please notify Research & Sponsored Programs as soon as possible if you participate in any additional foreign program or arrangement during the course of your project.

Note: If you have/had appointments or titles at any foreign educational or research institutions or any foreign entity, military, or government agency within the past 5 years, such affiliations should be included in the Biosketch. Other types of support/interaction may need to be disclosed within the project description, as requested by your Sponsored Programs Coordinator at the direction of the Director of Research Integrity.

11.9. Export Control/Information Sharing

Export control regulations, which prohibit the export or disclosure of certain technologies to those who are not

U.S. citizens or Permanent Resident Card (Green Card) holders, are applicable to those working in the STEM fields. Other agreements may govern the sharing of owned materials/technologies by a third party (e.g. Data Use Agreement, Data Transfer Use Agreement or Materials Transfer Agreement).

In your Proposal Initiation Proposal QuickStart Survey you indicated that you do NOT anticipate research activities that are subject to Export Control regulations or that may require sharing agreements with third parties.



In your Proposal QuickStart Survey you indicated that you anticipate activities subject to <u>Export Control regulations</u> or activities that may require sharing agreements with third parties (see details below).

SPC: Select the appropriate selections below based upon survey responses.

Your responses on the Proposal QuickStart Survey indicate that you may require a sharing agreement with a third party. These activities will be reviewed by Research & Sponsored Programs and the Director of Research Integrity to determine what, if any, restrictions apply. You may be contacted by the Director of Research Integrity or Research & Sponsored Programs for additional information. If restrictions do apply, the proposal will be subject to a risk assessment review to determine whether or not the University could accept an award.

AND/OR (if it IS fundamental research)

Your responses on the Proposal QuickStart Survey indicate that your research is or likely is fundamental research. Fundamental research is defined as STEM research where the results are ordinarily published and shared broadly within the research community. This determination will be verified by the Division of Research & Sponsored Programs and the Director of Research Integrity, if necessary.

While the fundamental research exception allows you to freely share research results, it does not cover (1) export-controlled research materials and (2) the transmission of technology that are the results of your research to another country if these things are themselves export controlled. In other words, while the results of your research may be freely shared, you must still secure any research materials that are export controlled and not take any prototype or physical item that results from your research out of the country or place it in the custody of someone who is not a U.S. citizen or Permanent Resident Card (Green Card) holder without approval from the Director of Research Integrity. It is strongly recommended that you take the <u>CITI Export Control for Researchers</u> course to become more familiar with how Export Control may relate to your research.

OR (if NOT fundamental research)

Your responses on the Proposal QuickStart Survey indicate that your research is NOT fundamental research because there are restrictions on your ability to publish that go beyond removing proprietary and patent-related information (e.g. a federal contract or subcontract that contains DFARS 252.204-7000 or 7012 clause). Fundamental research is defined as STEM research where the results are ordinarily published and shared broadly within the research.

Research that is not fundamental research is subject to further export control restrictions.

If your proposal is successful, an export control resolution must be reached before an award can be accepted by the university. Research & Sponsored Programs will first attempt to negotiate out the publication restriction or get appropriate representations from the sponsor that your research will not contain restricted research materials or results. If this is unsuccessful, your research proposal will need to be further reviewed before it can be accepted by the University. It is possible that the University may decide that it cannot approve the research. If this vetting/approval process becomes necessary, you will be contacted by the Director of Research Integrity to gather more information about your research.

If your research is approved, it will be governed by a technology control plan which will set forth security standards for the research data and materials. You will not be able to share information with any foreign national unless you have a license from the appropriate government agency to do so. You and your research team members will also be required to complete the <u>CITI Export Control for Researchers</u> course before beginning your research.

OR (if UNSURE if fundamental research)

Your responses on the Proposal QuickStart Survey indicate that your research requires further review before determining if it is fundamental research. The results of STEM research are not subject to export control restrictions if the research fits into what is known as the fundamental research exception. Fundamental research is defined as STEM research where the results are ordinarily published and shared broadly within the research community. In other words, the research is fundamental so long as the sponsor does not place any restrictions on publication, except for a limited review to remove proprietary and patent-related information.

Please be aware that your project will need to be reviewed further for a fundamental research determination in the event that it is funded by the sponsor.

If it is determined that your project is fundamental research, you will be allowed to freely share the results of that research. Please be aware that the fundamental research exception does not cover 1) export-controlled research materials; and 2) the transmission of technology that are the results of your research to another country if these things are themselves export controlled. In other words, while the results of your research may be freely shared, you must still secure any research materials that are export controlled and not take any prototype or physical item that results from your research out of the country or place it in the custody of someone who is not a U.S. citizen or Permanent Resident Card (Green Card) holder without approval from the Director of Research Integrity.

If it is determined that your project is not fundamental research, Research & Sponsored Programs will attempt to negotiate the award agreement to remove the publishing restriction. If that is unsuccessful, a more in-depth review will be undertaken and the Director of Research Integrity will contact you to gather additional information about your research. We will try to move this approval process forward as quickly as possible, but the review and vetting may cause delays. It is possible that the University may decide that it cannot approve the research. If your research is approved despite not fitting the fundamental research exception, it will be governed by a technology control plan which will set forth security standards for the research data and materials. You will not be able to share information with any foreign national unless you have a

license from the appropriate government agency to do so. You and your research team members will also be required to complete the CITI Export Control for Researchers course before beginning your research.

11.10. Proposal Submission

Your proposal will be submitted to the funding agency AFTER Internal Approval (early) and then final administrative review (close to submission). Follow the funding agency's application and submission information guidelines to package the application for final administrative review. The packet will get submitted to the funding agency after all institutional requirements (as outlined above) have been met.

All proposals must be submitted through the Division of Research and signed by the Authorized Organizational Representative, unless specifically directed by Research & Sponsored Programs to proceed otherwise.

12. APPENDIX D. FORMS & PRIMARY PREPARATION RESPONSIBILITY*

		PRIMARY RESPONSIBILITIES								
			sored Pr dinator	ograms		PI		Grants Analyst		
PRE-SUBMISSION FORMS		Information	Form Completion	Signatures	Information	Form Completion	Signatures	Information	Form Completion	Signatures
Limited Submission Coversheet				Х	Х	Х				
Institutional Commitment	Х	Х	Х	Х	Х					
Consultant Information					Х	Х				
Consultant Letter of Commitment - Individual					Х	Х	Х			
Consultant Letter of Commitment - Institutional		Х	Х	Х	Х					
Subrecipient Information					Х	Х				
Subrecipient/Contractor Determination		Х	Х	Х	Х					
Subrecipient Risk Analysis		Х	Х							
Subrecipient LOI		Х	Х	Х	Х					
Subrecipient Commitment	Working with RSP	Х	Х	Х	Х					
Subrecipient budget, budget justification,	counterparts	Х	Х	Х	Х					
SOW										

POST-AWARD**							
IPAS		Х	Х	Х	Х		Х
Budget Revision Request			Х	Х	Х	Х	
International Travel Registry			Х	Х			
Extra Compensation – Supplemental Pay Form			Х	Х	Х	Х	

^{*}Pre/Post-Award designation refers to form placement on the Division of Research website. Note: some pre-award forms may be needed post-award, especially for subrecipients and consultants. **Division of Research acquires sponsor signature(s) when sponsor approval is required.

13. APPENDIX E. REQUIRED DATA INPUT FIELDS.

Item/Data	Collection	Initial Collection	Cayuse Data	End User	Explanatory Notes
	Module	Method	Field Input		
Proposal Type	Prop Dev	Qualtrics/Cayuse	Cayuse Proposal Details page	General	Select Proposal Type provided Proposal QuickStart Survey: New, Resubmission, Renewal, Continuation, Revision, etc.
Lead Unit	Prop Dev	Qualtrics/Cayuse	Cayuse Proposal Details page	General	Select unit number/name
Activity Type - Primary	Prop Dev	Qualtrics/Cayuse	Cayuse Proposal Details: Activity Type	General	Select primary/secondary responses, using the appropriate choice "primary/secondary". Use the primary activity type in the Proposal QuickStart Survey.
Activity Type - Secondary	Prop Dev	Qualtrics	Cayuse Proposal Details: Activity Type	General	See above.
Project Dates - Beginning to End	Prop Dev	Qualtrics/Cayuse	Cayuse Proposal Details: Project Dates	General	Enter Proposal QuickStart Survey project dates.
Project Title	Prop Dev	Qualtrics/Cayuse	Cayuse	General	Enter Proposal QuickStart Survey project title.

			Project Title		
Sponsor	Prop Dev	Qualtrics/Cayuse	Cayuse Proposal Details page	General	Select External funding agency unless BGSU is a subawardee, resulting in the Sponsor being the lead institution and the external funding agency being the Prime Sponsor.
Sponsor Type: private, NPO, State or Federal	Prop Dev	Cayuse	Cayuse Proposal Details page	General & GA award setup	Go to Sponsor Lookup to confirm that a Sponsor Type is present in the Sponsor's table record: navigate to All Links; enter Sponsor in Search for a link field; click sponsor; enter sponsor code hit enter then scroll to bottom of page. Confirm that Sponsor Type is not blank. If it is then contact director to correct/update sponsor record. If a new sponsor is added, be sure to include this information.
Prime Sponsor	Prop Dev	Qualtrics/Cayuse	Cayuse Proposal Details page	General	If BGSU is subawardee, then sponsor field should include lead organization's name and prime sponsor field should include name of sponsoring agency.
Submission Method:	Prop Dev	Qualtrics/Cayuse	Cayuse Proposal Details page	General	Sponsor website, email, etc.

Sponsor Deadline Type	Prop Dev	Cayuse	Cayuse Proposal Details page	General	Select Postmark, Receipt or Target
Sponsor Deadline	Prop Dev	Cayuse	Cayuse Proposal Details page	General	Enter submission deadline
Notice of Opportunity	Prop Dev	Cayuse	Cayuse Proposal Details page	General	Select Federal Solicitation, Unsolicited, Verbal Request for Proposal, Non-Federal Solicitation, or Internal
Opportunity ID	Prop Dev	Cayuse	Cayuse Proposal Details page	General	Enter proposal identification when available
Opportunity Title	Prop Dev	Cayuse	Cayuse Proposal Details page	General	Enter the title of the funding opportunity announcement
Subawards (Y/N)	Prop Dev	Cayuse	Cayuse Basics/ Sponsor & Program Information page	General	Select the Subawards option box when BGSU will be issuing subawards on research project
HERD Discipline	Prop Dev	Qualtrics/Cayuse	Cayuse Basics/ Sponsor & Program Information page	General & GA- reporting	Select NSF HERD Discipline Code.
Funding/Instrument Type	Prop Dev	Cayuse	Cayuse Basics/ Sponsor & Program	General	Select the funding/instrument type.

Information page

ALN formerly CFDA number (if Fed sponsor)/Assistance Listing Number	Prop Dev	Cayuse	Cayuse Basics/ Sponsor & Program Information page	GA award setup	Enter ALN number from sponsor program solicitation/RFP or uses search function then click the add button
ALN formerly CFDA number (if Fed sponsor)/ALN Program Title Name	Prop Dev	Cayuse	Cayuse Basics/ Sponsor & Program Information page	GA award setup	Enter ALN title from sponsor program solicitation/RFP or field is automatically updated if search function was used to locate ALN then click the add button
Principal Investigator	Prop Dev	Qualtrics/Cayus e	Cayuse Investigator/ Personnel Page	General	Automatically generated.
co-Investigator	Prop Dev	Qualtrics/Cayus e	Cayuse Investigator Personnel/ Personnel Page	General	Enter co-investigator(s) identified in Proposal QuickStart Survey
Key/Senior Person	Prop Dev	Qualtrics/Cayus e	Cayuse Key Personnel/ Personnel Page	General	Enter Key/Senior Person identified in Proposal QuickStart Survey
Other Person	Prop Dev	Qualtrics/Cayus e	Cayuse Key Personnel/ Personnel Page	General	Enter Other Person identified in Proposal QuickStart Survey
F&A Waiver/Unrecovered F&A/Source Account	Prop Dev	Institutional Commitment Form	Institutional Commitments/ Unrecovered F&A	General	Enter College or Administrative Unit associated with the unrecovered F&A. Use "Sponsor" to indicate unrecovered F&A due to sponsor requirements.

F&A Waiver/Unrecovered F&A/Amount	Prop Dev	Cayuse	Cayuse Summary Budget	General	Enter total amount of Unrecovered F&A in Total Unrecovered F&A Amount field in Cayuse if F&A Rate Type of "Sponsor Limited Rate" is selected.
Cost Sharing/matching fund amount	Prop Dev	Cayuse	Institutional Commitments: Cost Share	General & GA award setup	Attachment Required: an Institutional Commitment form must be uploaded to file. Ensure that each monetized institutional commitment is represented in the cost-share budget. If there are no institutional commitments (i.e. no Institutional Commitment Form), then there will be no cost share unless the sponsor has a published limitation on F&A cost recovery; in these instances, include a note in the Notes section of the Attachments indicating that the sponsor has a mandatory restricted IDC rate of "X"%. This note should also be included in the program solicitation/RFP attachment description.
Cost Sharing: Source Account	Prop Dev	Cayuse	Cayuse Budget/ Periods & Totals/ Institutional Commitments/ Source Account	General & GA award setup	College or Administrative Unit assuming the cost-share burden.
Cost Sharing: Amount	Prop Dev	Cayuse	Cayuse Budget/ Periods & Totals/	General & GA award setup	SPC to enter amount of cost-share assumed per unit.

			Institutional Commitments/ Amount		Attachment Required: Institutional Commitment form must be uploaded to file. Ensure that each monetized institutional commitment is represented in the cost-share budget. If there are no institutional commitment (i.e. no Institutional Commitment Form), then there will be no cost share unless the sponsor has a reduced, mandatory F&A rate.
Cost Sharing: Unit Details	Prop Dev	Cayuse	Cayuse Budget/ Periods & Totals/ Institutional Commitments/ Unit Details	General & GA award setup	Provide additional information in the Unit Details field to indicate the exact unit number for the income source (e.g. department).
Cost Sharing: Cost Share Type	Prop Dev	Cayuse	Cayuse Budget/ Periods & Totals/ Institutional Commitments/ Cost Share Type	General & GA award setup	Indicate the type of cost share (e.g. voluntary, mandatory).
Subawards - Institution & Amount	Prop Dev	Cayuse	Subawards	General & GA award setup	Attachment Required: Subaward forms must be uploaded to file.
Subawardee - Lead Institution	Prop Dev	Cayuse	Prime Sponsor	General & GA award setup	The Sponsor field will allow for identification of the lead institution on a subaward to GS and the Prime Sponsor will indicate the external funding agency. Full budgetary information should also be input to allow for sub and total project amounts to be recorded.
IDC Rate & Breakdown	Prop Dev	Cayuse	Budget	General & GA	Verify rate and basis (MTDC/TDC) and input any

			Settings/Rate	award setup	additional criteria into the comment box.
Post-funding Obligation	Prop Dev	Cayuse	Institutional Commitments: Cost Share	General	ICF required for sponsor mandatory sustainability assurance
Program Income	Prop Dev	Cayuse	Program Income	General	
Sponsored Programs Coordinator	Prop Dev	Cayuse	Supplemental Info	General Reporting	
NSF Research Type: Applied, Basic or Experimental	SP	Qualtrics/Cayuse	Supplemental Info: Custom Field	GA-reporting	
Proposal Attachments/Submission Notes	SP	Cayuse	Attachment: Sponsor Communication Tab	General	
Submission Date	SP	Cayuse	Admin Only	General	

Update status	SP	Cayuse	Proposal Status	General
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In Development: UI/Functional Definition - Proposals are being filled out by researchers or their support staff.

The record will remain in this status until you're ready for routing to begin.

Status Transition - This status is automatically generated by the system when the proposal is created.

Under Review: UI/Functional Definition - Proposals are being internally reviewed.

All the review rules and notifications are in process while the record is in this status.

Status Transition - The proposal record will automatically change from In Development to Under Review when a user completes a proposal and clicks the "Route for Review" button - this is when the routing process begins. Alternatively, an administrator can manually change the status. This process will also start the routing process.

Approved: UI/Functional Definition - Internal approvals are complete and the proposal is awaiting submission.

Status Transition - The proposal record automatically moves to the Approved status once the final review rule has been completed. Alternatively, an administrator

can manually change the status of the record to Approved.

Submitted to Sponsor: UI/Functional Definition – Proposal has been submitted to sponsor.

Status Transition - The record must be manually changed to this status by an Administrator once the proposal has been submitted to a sponsor. The proposal will remain in this status until it moves to Under Consideration, Funded, or Closed.

Under Consideration: UI/Functional
Definition - Sponsors have contacted your
institution with interest and additional
information must be provided before a final
decision has been made. Status Transition The record must be manually changed to this
status by an Administrator.

Funded: UI/Functional Definition - The sponsor has agreed to fund the proposed project.

Proposals remain in Funded status as the Administrator is working to create the award record in SP and throughout the life of the award.

Status Transition - The record must be manually changed to this status by an Administrator.

to this status by an Administrator.

Proposal Resolution Status SP Cayuse Proposal General Resolution

Deactivated: UI/Functional Definition – The proposal was submitted to the sponsor but the agency has not made a determination within 14 months.

Status Transition - The record must be manually changed to this status by an Administrator.

Declined: UI/Functional Definition – The proposal was submitted to the sponsor but the agency did not review.

Status Transition - The record must be manually changed to this status by an Administrator.

Returned Without Review: UI/Functional Definition – The proposal was submitted to the sponsor but the agency returned the proposal due to compliance issues or allowed the institution to withdraw due to compliance issues.

Status Transition - The record must be manually changed to this status by an Administrator.

Not Funded: UI/Functional Definition – The proposal was submitted to the sponsor but the agency formally declined to fund the project.

Status Transition - The record must be manually changed to this status by an Administrator.

Do Not Use: UI/Functional Definition – Proposal may or may not be submitted AND need to start a new proposal AND want to retain the info but are creating a new version. For example, significant changes requested after routing or requested by the funding agency).

Status Transition - The record must be manually changed to this status by an Administrator.

Discontinued: UI/Functional Definition – Proposal was not submitted due to request from PI or for other reasons.

Status Transition – The record must be manually changed to this status by an Administrator.

Void: UI/Functional Definition – Void proposal for ethics-related issues (e.g. plagiarism, data falsification, criminal activity).

Status Transition - The record must be manually changed

Update all Institutional Award
Proposal Budgetary &
Program Changes for
fields above; upload
critical PI
communications

Cayuse

See appropriate fields above

General & GA award setup

Cayuse report generated for PeopleSoft acct setup. Cayuse data used for high-level award searches, reports and development needs; detailed reporting from RA (PeopleSoft).

Attachments	Proposal/ Award	Cayuse	Critical Communication	General	Attachment with all critical sponsor/PI/other communications.
Fixed Price Contract, Cost Reimbursable, or Time and Materials, Controlling Board Request, Deliverable/Milestone	Award	Cayuse	Agreement Type	GA award setup	
Approved awarded budget uploaded (and broken down by years); matches Cayuse high-level budget numbers	Award	Cayuse	Budget Versions	GA award setup	Attachment Required: Approved, awarded budget (broken down by years) uploaded - MUST match Cayuse budget numbers.
Sponsor Award Number	Award	Cayuse	Award Tab	GA award setup	Sponsor-generated award ID. If there is no sponsor award number in the agreement document, then enter "no sponsor number" into Cayuse.
Account to charge cost- share/matching	Award	Cayuse	Cost Sharing	General & GA award setup	
Total Unrecovered F&A Amount	Award	Cayuse	Total Unrecovered F&A Amount	General	For internal reporting purposes.

14. APPENDIX F. SPC CHECKLIST FOR AWARD/MODIFICATION DATA TRANSMISSION TO GRANTS ACCOUNTING

14.1. Verification Checklist for Award/Modification in Cayuse Sponsored Projects module Award Tab

	Signed agreement or Amendment (may or may not be signed) from sponsor in Cayuse Award.
	Notice of Award/Modification in Cayuse Award (verify amounts/dates match signed agreement)
	Financial contact information included in either/both the signed agreement and/or the notice of award/modification. If not, then include as a separate document.
	Final Budget entered into Cayuse Award budget and Excel file attached including RECLOAD in naming convention (verify budget amount matches signed agreement).
_	A budget justification/narrative uploaded to the Cayuse Award (indicate if modified version in naming convention as noted below[e.g. budget revision required during award negotiations and new justification generated, new amendment with new justification] or original [i.e. no justification revisions post-submission]). Naming convention: [Budget Justification_Original] or [Budget Justification_Modification]
_	F&A cost distribution sheet uploaded to Cayuse Award (verify total F&A dollar amount matches the total IDC dollar amount on the detailed budget): this award uses the standard distribution percentage rates.
	Sponsor Award Number (i.e. sponsor-generated award ID) entered into Cayuse Award module. Verify that the number matches the number on the award agreement from the sponsor; if there is "no sponsor award number" in the agreement then enter "no sponsor number" into Cayuse field.

ALN/CFDA number (if federal sponsor) entered into Cayuse.

NSF HERD Discipline Code entered into Cayuse based on Proposal QuickStart Survey response (if applicable).		
	Sponsor/Prime Sponsor designation entered into Cayuse.	
	Anticipated program income entered into Cayuse (if applicable).	
	Activity type entered into Cayuse file for primary activity from the Proposal QuickStart survey.	
	Fixed Price or Cost Reimbursable indicated in Cayuse.	
	Tuition Waiver amounts by year (if applicable) entered into Cayuse Award module budget AND aligned with approved Institutional Commitment form.	
_	F&A Waiver (if applicable) entered into Cayuse Award module budget AND aligned with approved Institutional Commitment form or documented agency requirement.	
_	If Cost Share/Matching, provide (1) signed Institutional Commitment form (if university is covering) AND enter the specific account numbers into the Cayuse Awards module for the accounts to be charged AND/OR (2) if another organization/entity involved, provide a letter detailing who is responsible (with contact information) and what they are covering. Note: SPC reaches out to appropriate unit to secure account numbers (e.g. department, college, provost).	
	Award Documents to Transmit after SPCs complete award in Cayuse	
—	Cayuse Notice of Award	
	Signed agreement from sponsor	
	Final detailed budget summary from the Cayuse Awards module budget and budget justification/narrative marked "Final" if proposal budget was modified during award phase	

	F&A cost distribution sheet if applicable; if there is a standard cross unit agreement that supercedes university policy on internal F&A distribution then attach
	Approved Institutional Commitment Form for supplemental/renewal funding (if applicable)
	Additional cost share documents for supplemental/renewal funding (if applicable)
_	Project Summary
	Modification Documents to Transmit after SPCs enter dment in Cayuse Cayuse Notice of Modification
_	Supplemental/renewal funding amendment in the form of either a signed amendment, email, etc. from sponsor
	Final detailed budget summary from the Cayuse Awards module budget and budget amendment justification/amendment narrative (if applicable) marked "Final" when applicable.
	F&A cost distribution sheet for supplement/renewal funding (if applicable)
	Approved Institutional Commitment Form for supplemental/renewal funding (if applicable)
_	Additional cost share documents including third party commitments for supplemental/renewal funding (if applicable)
	Project Summary, when applicable

15. APPENDIX G. AGREEMENT CHECKLIST

Use for all non-grant agreements unless using a BGSU or FDP form. If at all possible, ask the sponsor to use our form! If the sponsor wants to make changes to the language of our form, ask them to clearly identify the proposed changes and send to Director of Research & Sponsored Programs who will follow up with the Office of General Counsel.

Note: If the sponsor's attorney communicates with you while negotiating the agreement, contact the Office of General Counsel before proceeding.

15.1. For All Agreements

example.

The Agreement does not contain a Choice of Law/Choice of Forum clause, or if it does, it states that Ohi
law applies and that any legal proceedings will take place in an Ohio state court of competent jurisdiction.
If the Agreement contains a Choice of Law/Choice of Forum clause that provides for another state's law or forum to apply, ask for the clause to be revised to abide by Ohio laws and jurisdictions as referenced above or if sponsor will not agree to the recommend revised language as for the dause to be removed because BGSU is a public university that cannot agree to abide by another state's law or litigate cases in a different forum. If the sponsor will not agree to remove the clause, send the Agreement to the Associate General Counsel.
The Agreement does not contain a clause that provides for mandatory arbitration.
If the Agreement says that mandatory arbitration applies, ask the sponsor to remove the clause because BGSU is a supporting organization of a public university that cannot agree to mandatory arbitration. If the sponsor refuses t remove the clause, send the Agreement to the Associate General Counsel.
The Agreement contains an Indemnity clause in which the sponsor agrees to indemnify and hold harmless (or language to that effect) the BGSU. Make sure the language says that the sponsor is indemnifying BGSU, NOT BGSU is indemnifying the sponsor.
If the Agreement does not contain an Indemnity clause, ask for the language in Exhibit A (below) to be inserted. If the sponsor refuses or wants to use different language, send to the Associate General Counsel.
The Agreement contains a clause limiting damages that can be claimed or awarded in the event the Agreement is breached by BGSU. See Exhibit A below for an example.
If the Agreement does not contain a clause limiting damages, ask for the language in Exhibit A (below) to be inserted. If the sponsor refuses or wants to use different language, send to the Associate General Counsel.
The Agreement contains a clause in all CAPITAL LETTERS disclaiming warranties. See Exhibit A (below) for an

If the Agreement does not contain a clause in capital letters disclaiming warranties, ask for the language in Exhibit A to be inserted. If the sponsor refuses or wants to use different language, send to the Associate General Counsel..

15.2. For All Agreements for Research in Which Intellectual Property Is Likely to Be Created

The Agreement contains an Intellectual Property clause or Patents clause which provides that inventions
created by Bowling Green State University researchers will belong to the BGSU. It is OK for the Agreement to also
provide that inventions created jointly by Bowling Green State University researchers and researchers from the sponso
are jointly owned by BGSU and the sponsor.

If the Agreement provides that the sponsor owns all inventions, ask for that language to be deleted and the language in Exhibit A to be inserted. If the sponsor refuses or wants to use different language, send the Agreement to AVP for Research Innovations.

15.3. Appendix G. Exhibit A

Intellectual Property Clause to Be Inserted:

A. Ownership of Project Inventions. "Project Inventions" means all inventions, patentable discoveries, and/or software, that are first made or reduced to practice in performance of the Project.

"Sponsor Inventions" means all Project Inventions that are invented and/or developed solely by one or more employees of Sponsor. All right and title in and to Sponsor Inventions shall be owned by Sponsor and is hereby assigned to Sponsor. Sponsor may, in its sole discretion and at its sole expense, seek legal protection for any Sponsor Inventions.

"BGSU Inventions" means all Project Inventions that are invented and/or developed solely by one or more employees or students at Bowling Green State University. All right and title in and to BGSU Inventions shall be owned solely by BGSU is hereby assigned to BGSU. BGSU Inventions shall also include any Project Inventions that are invented or developed in any building on any of the campuses of Bowling Green State University that is subject to active tax-free bond financing.

"Joint Inventions" means all Project Inventions that are invented and/or developed jointly by one or more employees or students at Bowling Green State University and by one or more employees of Sponsor. All right and title in and to Joint Inventions shall be owned jointly by BGSU and Sponsor. The Parties will negotiate an intellectual property management agreement to define the respective rights and obligations of the Parties with respect to legal protection, payment of expenses, licensing, and infringement of Joint Inventions.

B. Disclosure. Each Party shall disclose all Project Inventions promptly to the other Party in writing, but no later than thirty (30) days after the end of the Term. Each Party agrees that it shall not file any patent applications or other forms of intellectual property protection on any Project Inventions without prior notice to the other Party.

C. Option to Negotiate License. In the event that any Project Inventions are invented or developed in the performance of the Project, BGSU shall grant to Sponsor an exclusive option to negotiate an exclusive license to BGSU Intellectual Property and/or BGSU's interest in Project Invention. Sponsor's option rights shall begin upon BGSU's disclosure of such to Customer and shall expire at the later of (i) ninety (90) days after BGSU's disclosure of such Project Intellectual Property to Customer; or (ii) the end of the termination of this Agreement as set forth herein.

Indemnity Clause to Be Inserted:

At all times during and after termination of this Agreement, SPONSOR agrees to indemnify, defend and hold harmless BGSU, the University System of Ohio, its regents, officers and

employees and affiliates against any claim, proceeding, demand, liability, or expenses (including legal expenses and reasonable attorney fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expenses and liability of any kind whatsoever arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage or other liability arises in whole or in part from the negligence of BGSU.

Limitation of Liability Clause to Be Inserted:

BGSU shall not be liable for any direct, indirect, consequential, punitive or other damages suffered by sponsor or any other person resulting from the research program or the use of any BGSU intellectual property, any research results or any products resulting therefrom.

Disclaimer of Warranties Clause To Be Inserted:

BGSU MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE CONDUCT, COMPLETION, SUCCESS OR PARTICULAR RESULTS OF THE RESEARCH PROGRAM, OR THE CONDITION, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH PROGRAM OR ANY BGSU INTELLECTUAL PROPERTY OR RESEARCH RESULTS OR THAT THE USE OF THE BGSU INTELLECTUAL PROPERTY OR RESEARCH RESULTS WILL NOT INFRINGE ON ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY.

16. APPENDIX H. EXPORT CONTROL CHECKLIST FOR STEM AWARD AGREEMENTS

Use this checklist to determine if the STEM research (1) will be fundamental research and (2) will avoid involvement of export-controlled materials without permission from the BGSU. The checklist also outlines follow-up actions if these conditions are not met.

16.1. Fundamental Research (select one)

A. This Award/Project <u>qualifies</u> as Fundamental Research because:

This project is a grant (not a contract) from a federal or state agency.

I have located a provision in the terms of the award that states that the researchers are free to publish the results of their research subject only to a brief review to remove proprietary or patent-related information. (See examples of fundamental research clauses below and further described in the Export Control section of

B. This Award/Project is Not Fundamental Research because:

the manual.)

review.	
	I have located a provision in the terms of the agreement that forbids the researchers from publishing any results from their research.
	I have located a provision in the terms of the agreement that states that the sponsor must approve any article before it is submitted for publication. (See examples of clauses that negate fundamental research below and further described in the Export Control section of the manual.)
C. I have revie Research o	ewed the terms of the award and $\underline{\text{Cannot Determine}}$ whether the research is Fundamental r not.
If either of the review.	ese are checked, send the terms of the agreement to Director of Research Integrity for further
_	I cannot locate anything in the terms of the agreement that state whether the researchers can publish the results of their research.
_	The clause in the terms of the agreement that discusses publication is ambiguous.
l6.2. Export	-Controlled Materials
	A BGSU or FDP form is being used.
	No further action is required.
	This project is a grant (not a contract!) from a federal or state agency.
	No further action is required.
	The terms of the award contain a provision that is substantially similar to the example(s) provided below and in the Export Control section of the manual.
	No further action is required.
	I cannot locate any provision in the terms of the award in which the sponsor agrees not to provide export-controlled materials without the permission of the BGSU.
	Ask the sponsor to add the paragraph below to the terms of the award. If the sponsor refuses or wants to change the wording of the paragraph, send to the Director of Research Integrity.
	Paragraph to add:
	"SPONSOR acknowledges that foreign nationals may be involved in the Research and

If either of these are checked, send the terms of the agreement to Director of Research Integrity for further

Sponsored Programs and agrees that it will not provide any information, item, software,

material, or technology that is restricted by United States export control laws or that is considered controlled unclassified information (CUI) without first informing the Director of Research Integrity. BGSU reserves the right to decline receive CUI information."

16.3. Excerpts from Research Administration SOP Manual

16.3.1.Contract and Terms of Award Review

Once a grant or contract is awarded and the terms of the award or contract are received, those terms should be reviewed to ensure that the research is fundamental and that no export- controlled information, technology, or materials will be provided to the University without its knowledge. If possible, use the forms already developed by Research & Sponsored Programs, as they do contain the appropriate clauses.

Provisions that set forth whether the research is fundamental research—or not—may also be included under the heading of "Export Controls." Or they may be found under a heading like "Publication" or "Dissemination of Results."

16.3.2. Examples of clauses that indicate the research is fundamental research

From our standard contract:

"PUBLICATIONS

- A. BGSU shall have the right to publish and disseminate information derived from the Research Program.
- B. SPONSOR shall have thirty (30) days after receipt of said copies to object to such proposed presentation or proposed publication because it contains patentable subject matter that needs protection. In the event that Sponsor makes such objection, University shall refrain from making such publication or presentation for a maximum of sixty (60) days from the date of receipt of such objection in order for University to file patent application(s) with the United States Patent and Trademark Office and/or foreign patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation."

FDP Form:

"Each Party shall have the right to publish and disseminate information derived from the performance of work under this Subcontract. Subrecipient shall provide PTE with a copy of any such publication at least thirty (30) days prior to submission for publication in order to review for confidential information, material which would affect pending patents, and to forward to Prime Awarding Agency, if applicable. Qualification for authorship shall be in keeping with generally accepted academic standards."

16.3.3. Examples of publication restriction clauses that invalidate the fundamental research exception from export control

"Subject to the terms of paragraph (a) above, either party may publish its results from this Project. However, the publishing party shall first obtain approval from the MDA. Furthermore, the publishing party shall provide the other party a thirty (30) day period in which to review proposed publications, identify proprietary or confidential and patentable information, and to submit comments. The publishing party shall not publish or otherwise disclose proprietary or confidential information identified by the other party and the publishing party will give full consideration to all comments before publication. Furthermore, upon request of the reviewing party, publication will be deferred for up to sixty (60) additional days for preparation and filing of a patent application, which the reviewing party has the right to file or to have filed at its request by the publishing party."

"Clause H-08 pertaining to the public release of information is incorporated into all MDA SBIR contracts and subcontracts without exception. Any information relative to the work performed by the contractor under MDA SBIR contracts must be submitted to MDA for review and approval prior to its release to the public. This mandatory clause also includes the subcontractor who shall provide their submission through the prime contractor for MDA's review for approval."

17. Appendix I. CONTRACT: PI Consult Template Email.

IMPORTANT NOTES: (1) DELETE all highlighted text/instructions, (2) select blue text and add specifics, as indicated. Maintain blue color.

17.1. What are the next steps in contract preparation/execution?

Information below is based upon your Proposal QuickStart Survey responses and the Sponsored Program Coordinator's review of the contract needs. PLEASE RETAIN THIS DOCUMENT FOR REFERENCE

1:
GSU Proposal Number:
ontracting Entity:
ontracting Contact (Name & email):
Desired Execution Date:

Based upon the information provided, we will be using the following instrument for contract preparation: LIST NAME OF INSTRUMENT. ALSO INCLUDE ANY RELEVANT SPECIFICS OR CONCERNS (e.g. SWAPPED IP CLAUSE).

While the Sponsored Programs Coordinator (SPC) can provide assistance with non-technical portions of the contract, the final responsibility for the scope of work, budget and budget justification lies with the PI. While many contracts do not require budget justifications, this document is needed to provide full clarity during budget review and internal approval. Clarity upfront reduces the chances that a contract amendment will be required.

Once preliminary documents are prepared, your SPC will assist you with internal approval (see Internal Approval Section below) and contract preparation (including all attachments and appendices). Internal approval and contract preparation can occur simultaneously or sequentially. Note: internal commitments, complex budgeting mechanisms (e.g. subcontracts) and/or sponsor contract negotiations can add considerable time to the overall process.

After internal approval and contract preparation, your SPC will assist with execution of the agreement. Fully executed agreements are setup as Awards within the Cayuse platform and then shared with Grants Accounting for funding account setup.

Contract work will be reviewed internally for institutional commitments and alignment with university and unit missions.

REQUIREMENTS TO SECURE INTERNAL APPROVAL:

- The SPC will route the following documents:
 - o Contract Statement of Work and/or Statement of Deliverables (as required for the contract)
 - o Budget
 - o Budget Justification
 - o Institutional Commitment Form (if needed). Note: If no Institutional Commitment form is included, then it will be assumed that no project-specific institutional resources will be required beyond routine F&A infrastructure support.
- All required training and Certifications must be completed prior to internal approval routing. The PI/co-PIs/Senior Personnel will receive individual notifications concerning required actions.

Commitment of university resources (beyond standard F&A costs), curricular revisions or creation of administrative units (e.g. center) require pre-submission disclosure and/or approval.

In your Proposal QuickStart Survey you indicated that you do NOT anticipate project-specific institutional commitments for project completion.



In your Proposal QuickStart Survey you indicated that you anticipate the following type(s) of institutional commitment(s) that would require pre-submission approval and/or disclosure using the <u>Institutional Commitment form</u>. Some actions also require additional post-award approvals. See details below.

SPC: Select the appropriate information from the list below.

Cost sharing or matching funds: Occasionally, sponsors may require that Bowling Green State University share part of the costs of the proposed research either through a cost-share agreement or a set dollar match. The University strongly discourages unnecessary or voluntary cost sharing, and this may be further prohibited by some sponsors. All cost-sharing or matching agreements must be approved prior to proposal submission using the Institutional Commitment form. In addition, PIs are strongly encouraged to start these conversations with the responsible units as early as possible to ensure timely approvals.

Course buyout or course release for a faculty member: Course buy-out/release involves a full or partial course assignment change during the Fall or Spring semester for 9-month faculty appointments. All course releases must

be approved prior to proposal submission using the Institutional Commitment form. In addition, PIs are strongly encouraged to start these conversations with the responsible units as early as possible to ensure timely approvals.

University-funded assistantship or tuition waiver for a graduate student: Graduate student tuition is an essential institutional resource and should be included in the proposal unless specifically prohibited by the solicitation or sponsor. Requests for project-specific, university-funded assistantships or tuition waivers require approval prior to proposal submission using the Institutional Commitment form. Note: this does NOT include assistantships that project-associated students may obtain as part of routine department/college assignments (e.g. TAs, GAs). In addition, special approval is NOT required for out-of-state tuition waivers, which are provided to all RAs regardless of support source.

Changes to or creation of a new course, academic program, degree and/or certification: Significant course changes such as delivery mode (e.g. moving in-person course online) or creation of a new course, academic program, degree and/or certification will require approval prior to proposal submission using the Institutional Commitment form. If funded, you will be required to submit additional paperwork for further review and approval by the appropriate units. In addition, PIs are strongly encouraged to start these conversations with the responsible units as early as possible to ensure timely approvals.

Creation of new center and/or institute: Requests for the creation of new centers or institutes require approval prior to proposal submission using the Institutional Commitment form. If funded, an application package must be submitted to the Division of Research for further review and approval. All centers and institutions are subject to periodic assessment for sustainability per university policies. In addition, PIs are strongly encouraged to start these conversations with the responsible units as early as possible to ensure timely approvals.

Maintenance of facilities or equipment, additional space, modifications to existing space, or use of off-campus facilities not owned by the University: Commitment of university facilities specific to this project (e.g. additional space, use of off-campus facilities) or additional university expenses (e.g. equipment maintenance) will require approval prior to proposal submission using the Institutional Commitment form if this exceeds routine F&A support. In addition, PIs are strongly encouraged to start these conversations with the responsible units as early as possible to ensure timely approvals.

Obligation to continue the program beyond the term of the contract: If the sponsor <u>requires</u> that all or part of the program continue beyond the term of the contract, institutional approval must be acquired prior to contract execution using the Institutional Commitment form. In addition, PIs are strongly encouraged to start these conversations with the responsible units as early as possible to ensure timely approvals. This type of post-award obligation is extremely rare.

The PI is responsible for generating a draft budget and budget justification. Research and Sponsored Programs provides a generic budget template. The PI should choose the template that meets project needs (GS template or sponsor template), keeping in mind that the generic template has embedded Bowling Green State University calculations (e.g. fringe benefits) along with additional explanatory text (e.g. per diem rates) that will facilitate budget planning and revisions. A sample budget justification template is available on the Faculty Support website; see Forms in the Proposal Preparation section.

If you need assistance with budget preparation or specific information, there are several resources available: (1) Division of Research <u>professional development opportunities</u>, (2) the <u>Proposal Preparation</u> website (see the section on <u>Budget Preparation</u>) or (3) your contract coordinator.

Upon completion, convey the draft budget to your contract coordinator for review. The contract coordinator will highlight areas for reconsideration based on sponsor guidelines or institutional policies.

Internal approval requires a complete budget and an aligned budget justification. The approval process can utilize the draft budget template or the agency format, whichever the PI prefers.

Additional Budget Considerations: Subrecipient/Vendor/Consultant and Program Income

In your Proposal QuickStart Survey you indicated that you do NOT anticipate subrecipients, vendors, consultants or program income as part of this project.



In your Proposal QuickStart Survey you indicated that you anticipate subrecipients, vendors, consultants or program income as part of this project. See details below.

SPC: Select appropriate text for inclusion.

<u>Subrecipients, contractors or consultants</u>: If your budget will include subrecipients, vendors and/or consultants, then your contract coordinator will assist you with this budget piece upfront. There are forms that must be completed to meet sponsor requirements. A general layout for the process is (1) determine nature of the relationship (i.e. subrecipient, contractor or consultant) and (2) complete the appropriate form.

- The process for subrecipients is the most involved (e.g. institutional subaward). The contract coordinator
 will work with institutional/organizational subrecipients to secure needed paperwork using information
 provided by the PI on the <u>Subrecipient Information</u> form.
- Vendors generally are not subject to the same regulations as subrecipients and therefore may not require additional pre-award paperwork.
- Consultants with limited scope (e.g. advisory board member) do not need to provide paperwork, but the PI must complete the <u>Consultant Information Form</u> (so that the contract coordinator can complete federal vetting requirements in advance).
- Consultants with a broader scope (e.g. project evaluator), must complete a Consultant Letter of Commitment form.
 - For individual consultants, the PI is responsible for securing a Consultant Letter of Commitment (see Consultant Letter of Commitment Individual form).
 - For institutional/organizational consultants, the contract coordinator will secure needed paperwork.

<u>Program income</u>: Sponsored projects conducted by non-federal entities, such as a university, may earn income to offset program costs where appropriate; however, there may be reporting requirements.

Budget Salary Information

In your Proposal QuickStart Survey you indicated that you do NOT have co-PIs or other Senior Personnel that will be included in the budget.



In your Proposal QuickStart Survey you indicated that you have co-PIs or Senior Personnel that will be included in the budget.

To facilitate budget preparation, current FY base salaries for these individuals are included below. All salaries reflect 9-month appointments unless indicated otherwise.

All PIs and co-PIs MUST have completed the CITI Program FCOI training within the past four years
and have an active disclosure form on file with the Division of Research prior to proposal
submission.

Based on your Proposal QuickStart Survey personnel, all individuals have completed the training and disclosure.



Based on your Proposal QuickStart Survey personnel, the following individuals are missing the training and/or disclosure: XXXXXXX. A link to complete training and/or the disclosure was sent to these individuals.

All financial conflicts of interest with respect to the current proposal must be disclosed.

Based on the Proposal QuickStart Survey, you indicated no significant financial interest related to this proposal.



Based on the Proposal QuickStart Survey, you indicated a potential financial conflict of interest related to this proposal; the details will need to be disclosed on the FCOI Disclosure form.

• All PIs and co-PIs MUST complete the Responsible Conduct of Research (RCR) training prior to proposal submission.

Based on your Proposal QuickStart Survey personnel, all individuals have completed the training.



Based on your Proposal QuickStart Survey personnel, the following individuals are missing the training: XXXXXX. A link to complete training was sent to these individuals.

Within the Division of Research, <u>Research Integrity</u> works with oversight committees and boards (e.g. IRB, IACUC, IBC) to promote the ethical conduct of research on behalf of Bowling Green State University. Outside of the Division of Research, Environmental Health & Safety regulates radiation use and unmanned aircraft systems. The use of unmanned aircraft systems must be cleared prior to use via the process outlined by <u>Risk Management</u>. Finally, any work involving hemp or cannabis requires review and possible approval via the Division of Research prior to proposal submission. Contact the Director of Research Integrity to determine how to best obtain the proper approvals for doing hemp or cannabis research.

In your Proposal QuickStart Survey you indicated that you do NOT anticipate research activities requiring approval via the mechanisms outlined above.



In your Proposal QuickStart Survey you indicated that you anticipate the following activities that would require approval <u>prior to initiating the work</u> (see details below). Note: only some sponsors require approval or a pending protocol at the time of submission. However, any cannabis-related research requires institutional review prior to proposal submission. Contact the Director of Research Integrity to determine how to best obtain the proper approvals for doing hemp or cannabis research.

SPC: Insert the appropriate information based upon the survey.

Humans as research subjects or human data use: All research and scholarship that involves humans must be approved by the institutional review board (IRB) prior to the initiating recruitment of subjects and data collection. The IRB is a federally mandated committee that provides oversight for all research involving human subjects. Some sponsor agencies may require determination letters (where proposal lacks defined plans for involvement of human subjects) or pending or approved protocols at the time of proposal submission.

Use of vertebrate animal subjects and/or animal maintenance: All research and instruction that involves vertebrate animals must be approved by the Institutional Animal Care and Use Committee (IACUC) prior to initiation. The IACUC is a federally mandated, campus-based committee having responsibility for overseeing the institution's compliance with the care and use of animals. All Bowling Green State University activities involving the care and use of non-human, vertebrate animals are subject to compliance with the federal Animal Welfare Act. Some sponsor agencies may require pending or approved protocols at the time of proposal submission.

Biohazards, infectious material, recombinant and synthetic nucleic acid molecules, genetically modified plants or organisms, and transgenic animals: The Institutional Biosafety Committee (IBC) is charged with oversight of all research at Bowling Green State University that involves biohazardous materials to ensure safe scientific practices that do not endanger the well-being of university employees, students or the public. In this capacity, the IBC provides assistance to investigators by reviewing research protocols that involve recombinant and synthetic nucleic acid molecules, pathogenic microorganisms and other infectious agents and toxins.

Cannabis, Medical Marijuana or Industrial Hemp: You must seek university approval prior to proposal submission. Please contact the Director of Research Integrity to determine how to best obtain approval.

Does your work involve growth, production, procurement, administration or use of any medical cannabis product? If yes, you cannot proceed because BGSU cannot support this type of research. Visit the Controlled Substance page to learn more on the type of medical cannabis research that can be done on campus.

Does your research involve actual physical hemp product (e.g. purchased certified hemp)? If yes, please contact the Director of Research Integrity to determine how to best obtain approval.

Ionizing or non-ionizing radiation: <u>Environmental Health & Safety</u> is charged with oversight of research at Bowling Green State University that involves ionizing or non-ionizing radiation.

Unmanned Aircraft Systems (Drone): The Federal Aviation Administration (FAA) stipulates that drones must be flown in accordance with 14 CFR 107 or under an approved Certificate of Waiver or

Authorization (COA). This includes, but is not limited to, the use of drones for education, research, maintenance, marketing and communication. The FAA does not extend any sort of hobby or recreational use exemption or allowance to a public university to operate unmanned aircraft for any purpose.

Therefore, any drones must follow the University <u>policy</u>, <u>Risk Management procedures</u>, and regulations outlined in the Part 107 certification for pilots.

In your Proposal QuickStart Survey you indicated that you have NOT participated in or benefited from any foreign educational or research arrangements (e.g. talent recruitment programs, foreign educational or research institutions, or a foreign entity, military or government agency). Please notify Research and Sponsored Programs as soon as possible if this should change during the course of your project. Please visit BGSU's Research Security webpage to learn more about Foreign Influences on research.



In your Proposal QuickStart Survey you indicated that you have participated in or benefited from a foreign educational or research arrangement (e.g. talent recruitment programs, foreign educational or research institutions, or a foreign entity, military or government agency). These activities will be reviewed by the Director of Research Integrity to determine what, if any, disclosures to make in your proposal. You may be contacted by the Director of Research Integrity for additional information. Please notify Research and Sponsored Programs as soon as possible if you participate in any additional foreign program or arrangement during the course of your project.

Note: If you have/had appointments or titles at any foreign educational or research institutions or any foreign entity, military, or government agency within the past 5 years, such affiliations should be included in the Biosketch. Other types of support/interaction may need to be disclosed within the project description, as requested by your Contract coordinator at the direction of the Director of Research Integrity.

Export control regulations, which prohibit the export or disclosure of certain technologies to those who are not

U.S. citizens or Permanent Resident Card (Green Card) holder, are applicable to those working in the STEM fields. Other agreements may govern the sharing of owned materials/technologies by a third party (e.g. Data Use Agreement, Data Transfer Use Agreement or Materials Transfer Agreement).

In your Proposal QuickStart Survey you indicated that you do NOT anticipate research activities that are subject to Export Control regulations or that may require sharing agreements with third parties.



In your Proposal QuickStart Survey you indicated that you anticipate activities subject to <u>Export Control regulations</u> or activities that may require sharing agreements with third parties (see details below).

SPC: Select the appropriate selections below based upon survey responses.

Your responses on the Proposal QuickStart Survey indicate that you may require a sharing agreement with a third

party. These activities will be reviewed by Research and Sponsored Programs and the Director of Research Integrity to determine what, if any, restrictions apply. You may be contacted by the Office of Legal Affairs or Research and Sponsored Programs for additional information. If restrictions do apply, the proposal will be subject to a risk assessment review to determine whether or not the University could accept an award.

AND/OR (if it IS fundamental research)

Your responses on the Proposal QuickStart Survey indicate that your research is or likely is fundamental

research. Fundamental research is defined as STEM research where the results are ordinarily published and shared broadly within the research community. This determination will be verified by the Division of Research and Sponsored Programs and the Director of Research Integrity, if necessary.

While the fundamental research exception allows you to freely share research results, it does not cover (1) export-controlled research materials and (2) the transmission of technology that are the results of your research to another country if these things are themselves export controlled. In other words, while the results of your research may be freely shared, you must still secure any research materials that are export controlled and not take any prototype or physical item that results from your research out of the country or place it in the custody of someone who is not a U.S. citizen or Permanent Resident Card (Green Card) holder without approval from the Director of Research Integrity. It is strongly recommended that you take the <u>CITI Export Control for Researchers</u> course to become more familiar with how Export Control may relate to your research.

OR (if NOT fundamental research)

Your responses on the Proposal QuickStart Survey indicate that your research is NOT fundamental research because there are restrictions on your ability to publish that go beyond removing proprietary and patent-related information (e.g. a federal contract or subcontract that contains DFARS 252.204-7000 or 7012 clause). Fundamental research is defined as STEM research where the results are ordinarily published and shared broadly within the research. Research that is not fundamental research is subject to further export control restrictions.

If your proposal is successful, an export control resolution must be reached before an award can be accepted by the university. Research and Sponsored Programs will first attempt to negotiate out the publication restriction or get appropriate representations from the sponsor that your research will not contain restricted research materials or results. If this is unsuccessful, your research proposal will need to be further reviewed before it can be accepted by the University. It is possible that the University may decide that it cannot approve the research. If this vetting/approval process becomes necessary, you will be contacted by the Director of Research Integrity to gather more information about your research.

If your research is approved, it will be governed by a technology control plan which will set forth security standards for the research data and materials. You will not be able to share information with any foreign national unless you have a license from the appropriate government agency to do so. You and your research team members will also be required to complete the <u>CITI Export Control for Researchers</u> course before beginning your research.

OR (if UNSURE if fundamental research)

Your responses on the Proposal QuickStart Survey indicate that your research requires further review before determining if it is fundamental research. The results of STEM research are not subject to export control restrictions if the research fits into what is known as the fundamental research exception. Fundamental research is defined as STEM research where the results are ordinarily published and shared broadly within the research community. In other words, the research is fundamental so long as the sponsor does not place any restrictions on publication, except for a limited review to remove proprietary and patent-related information.

Please be aware that your project will need to be reviewed further for a fundamental research determination in the event that it is funded by the sponsor.

If it is determined that your project is fundamental research, you will be allowed to freely share the results of that research. Please be aware that the fundamental research exception does not cover 1) export-controlled research materials; and 2) the transmission of technology that are the results of your research to another country if these things are themselves export controlled. In other words, while the results of your research may be freely shared, you must still secure any research materials that are export controlled and not take any prototype or physical item that results from your research out of the country or place it in the custody of someone who is not a U.S. citizen or Permanent Resident Card (Green Card) holder without approval from the Director of Research Integrity.

If it is determined that your project is not fundamental research, Research and Sponsored Programs will attempt to negotiate the award agreement to remove the publishing restriction. If that is unsuccessful, a more in-depth review will be undertaken and the Director of Research Integrity will contact you to gather additional information about your research. We will try to move this approval process forward as quickly as possible, but the review and vetting may cause delays. It is possible that the University may decide that it cannot approve the research. If your research is approved despite not fitting the fundamental research exception, it will be governed by a technology control plan which will set forth security standards for the research data and materials. You will not be able to share information with any foreign national unless you have a license from the appropriate government agency to do so. You and your research team members will also be required to complete the CITI Export Control for Researchers course before beginning your research.

18. APPENDIX J. OFFER LETTER TEMPLATE

IMPORTANT NOTE: replace highlighted text with specifics and remove highlighting

(Division Letterhead)

Date

Candidate Name
Street Address
City, State Zip Code

Dear (Candidate Name):

Congratulations! We are pleased to offer you the position of Post-Doctoral Research Associate at Bowling Green State University (BGSU), effective (Start Date) through (End Date). In this position you will report directly to (Supervisor) in the (Department/College Name). We believe your skills and experience are an excellent match for our University and look forward to you joining our team!

This appointment is conditional on a qualifying background investigation. The University reserves the right to reassess and confirm suitability for employment if the background check reveals disqualifying information. All other preemployment requirements must be satisfied, including verification of employability on the I-9 form no later than the first day of employment.

This position is a full-time position extending through (End Date), unless terminated sooner. The total compensation for the term of the appointment is \$XXXX, to be paid biweekly. The pay schedule is available on the Payroll Office website. Your compensation will be subject to deductions for federal, state and local taxes, benefits and other deductions you may authorize.

During your employment, you will be eligible for group medical coverage (including medical/Rx, dental, and vision insurance), retirement benefits through Ohio Public Employees Retirement System (OPERS), and participation in 403(b) and 457(b) plans. This position is not eligible to accrue paid leave.

Your employment with Bowling Green State University will be on an at-will basis, which means you and the University are free to terminate the employment relationship at any time for any reason. In the event of termination prior to (Date 30 days in advance of End Date), the University will provide a thirty (30) days written notice unless the termination is for cause, in which case termination will be effective immediately. Your employment at BGSU is governed by, and is subject to, the Constitution and laws of the United States, the state of Ohio and all applicable University rules, policies and procedures as those may be amended from time to time.

This letter constitutes the entire agreement of the parties, may not be modified or altered by any oral statements or representations and supersedes all prior agreements regarding your employment. BGSU is tendering this offer of employment in reliance on the accuracy of material representations you have made concerning your education, experience and qualifications. Should it be determined that any of those representations are untrue, this offer will be void and your employment terminated.

In compliance with the Clery Act, the University publishes its Security and Fire Safety Report annually. This document is posted on the BGSU Police Department website at https://www.bgsu.edu/public-safety/campus-security-and-fire-safety-report/campus-security-report.html. The report provides an overview of BGSU's public safety resources, policies and procedures. This report also provides information on how you can prevent crime and increase your safety and security on campus. Please take a few moments to familiarize yourself with it.

By accepting this offer of employment, you acknowledge this position is at-will and falls within the unclassified civil service in the State of Ohio and as such does not create a property right to any position with the University or the State of Ohio. Signing this letter validates your understanding of this appointment and your acceptance of the policies and benefits of an unclassified appointment.

To accept this conditional offer of employment, please sign and date where indicated below and return to me within five (5) business days from the date of this letter.	l
If you have any questions, please feel to contact me at (XXX) XXX-XXXX.	
Sincerely,	
(Name and Title) I have read and understand the provisions of this offer of employment from Bowling Green State University. I accepte of the offer and understand all conditions of employment as stated above.	∍pt
Signature	
 Date	

19. APPENDIX K. JOB DESCRIPTION TEMPLATE



Summary

Researches on XXXXX interactions in XXXXX, providing particular expertise in functional traits and their responses to global change factors. This project aligns with ongoing work in the XXXX Lab and will also support preliminary data collection in support of future funding opportunities in collaboration with other researchers in the region. This scope of work is designed to maximize the position's expertise and contributions to the research program while fostering career development.

Essential Functions

- Coordinate and conduct fieldwork in XXXXX , including XXXXXX . Train undergraduate and graduate students in field and laboratory techniques, including XXXXXXX.
- Organize and analyze data from XXXXX research projects. Develop and submit at least two manuscripts for peer-reviewed publication.
- Collaborate with interdisciplinary teams to integrate plant functional trait research with broader ecological watershed studies, including new work in wetlands at BGSU

Minimum Qualifications

The following Degree is required:

Master's degree required. Degree must be conferred at the time of application

The following Experience is required:

- XX years of hands-on experience with techniques to study XXXX functional trait analyses.
- X year experience in training and supervision of employees or students

Knowledge, Skills, Abilities

- Advanced skills in XXXXX particularly in XX
- Ability to work independently while contributing to a collaborative research environment