



Grant General Conditions
Effective January 1, 2018

1. Grantee Responsibilities and DAN Requirements

- A. The grantee has full responsibility for the conduct of the project or activity supported under this award and for adherence to the award conditions. Although the grantee is encouraged to seek the advice and opinion of DAN on special problems that may arise, such advice does not diminish the grantee's responsibility for making sound scientific and administrative judgments and should not imply that the responsibility for operating decisions has shifted to DAN.
- B. The requirements of this award are contained in these Grant General Conditions unless otherwise specified in the award instrument.
- C. By acceptance of this award, the grantee agrees to comply with these Grant General Conditions and to the prudent management of all expenditures and actions affecting the award. Documentation for each expenditure or action affecting this award must reflect appropriate organizational reviews or approvals that should be made in advance of the action. Organizational reviews are intended to help assure that expenditures are allowable, necessary and reasonable for the conduct of the project, and that the proposed action:
 - i. is consistent with award terms and conditions;
 - ii. is consistent with DAN and grantee policies;
 - iii. represents effective utilization of resources; and,
 - iv. does not constitute a significant project change.

Nothing in this article shall be construed to require administrative reviews or documentation that duplicates those already required by existing organizational systems.

- D. The grantee is responsible for ensuring that the Principal Investigator(s) or Project Director(s) receives a copy of the award conditions, including: the award notice, the budget, these general terms and conditions, any special terms and conditions and any subsequent changes in the award conditions.

2. Prior Approval Requirements

Prior written approval from DAN is required for Significant Project Changes (see paragraph 6), specifically including, but not limited to:

- A. Transfer of the Project Effort;

- B. Change in objective or scope;
- C. Absence or change of Principal Investigator(s) or Project Director(s); or,
- D. Change in the project cost as specified in the award budget.

3. Pre-Award Costs

Grant funds may be used to pay only those pre-award costs which are specifically identified in the award.

4. No-Cost Extensions

Grantees may authorize a one-time extension of the expiration date of the award up to six (6) months if additional time beyond the established expiration date is required to assure adequate completion of the original scope of work within the funds already made available. A single extension, which shall not exceed six (6) months, may be made for this purpose and must be made prior to the originally established expiration date. This one-time extension may not be exercised merely for the purpose of using any unliquidated award balances.

5. Equipment

A. Title to Equipment – Non-profit Organizations

Unless otherwise specified in the grant, title to equipment purchased or fabricated with DAN grant funds shall vest in the grantee upon acquisition. Such equipment is considered exempt property and shall be acquired and used in accordance with paragraph C below.

B. Title to Equipment – Commercial Organizations

Unless otherwise specified in the award, title to equipment purchased or fabricated with DAN award funds by a small business or other commercial firm shall vest in DAN. Such equipment shall be acquired and used in accordance with paragraph C below.

C. Conditions for Acquisition and Use of Equipment

- i. Grantee Assurance. The grantee will assure that each purchase of equipment is:
 - a. necessary for the research or activity supported by the grant;
 - b. not otherwise reasonably available and accessible;
 - c. of the type normally charged as a direct cost to sponsored agreements;
and.
 - d. acquired in accordance with organizational practice.

- ii. General Purpose Equipment. Expenditures for general-purpose equipment are unallowable unless the equipment is primarily or exclusively used in the actual conduct of the research.
- iii. Right to Transfer Title. DAN reserves the right to transfer the title to DAN-owned Equipment to a third party named by DAN at any time during the grant period.

6. Significant Project Changes

The grantee is required to obtain prior written approval from DAN whenever there are significant changes in the project or its direction as stipulated below.

A. *Transfer of the Project Effort (Subawards)*

- i. DAN authorization to contract or otherwise transfer a significant part of the research or substantive effort to another organization that has been disclosed in the proposal is not needed unless approval has been specifically withheld in the award notice.
- ii. If it becomes necessary to transfer, by contract or other means, a significant part of the research or substantive effort after an award has been made, notification of this intent should be submitted to DAN. At a minimum, the request shall include a clear description of the work to be performed and the basis for selection of the subrecipient (except for collaborative/joint arrangements). DAN approval of such changes will be by an amendment to the grant and such approval shall not be unreasonable withheld.
- iii. The grantee remains responsible for maintaining the necessary documentation on all subawards and making it available to DAN upon request. The grantee shall include subaward activities in the annual and final project reports that are submitted to DAN.

B. *Change in Objectives or Scope*

A proposed change in the phenomenon or phenomena under study or the objectives of the project stated in the proposal or agreed modifications thereto should be communicated to DAN.

C. *Absence or Change of Principal Investigator(s) or Project Director(s)*

If a named Principal Investigator(s) or Project Director(s) plans to or becomes aware that he or she will:

- i. devote substantially less effort to the work than anticipated in the approved proposal (defined as a reduction of 25% or more in time);
- ii. sever his or her connection with the grantee organization; or,

- iii. be absent for a continuous period of three (3) months or more, or otherwise relinquish active direction of the project,

he or she shall advise DAN and action appropriate to the situation will be initiated.

7. Payments

Award will be paid out as specified in the award letter.

8. Project Reporting Requirements

A. Annual Project Reports

Unless otherwise specified in the award, annual project reports should be submitted at least thirty (30) days prior to the end date of the grant award period. Failure to submit timely reports will delay processing of additional funding.

B. Final Project Report

Unless otherwise specified in the award, the grantee shall submit a Final Project Report within sixty (60) days of the end date of the grant award period. The report is considered due during the 60-day period. The report becomes overdue the day after the 60-day period ends.

C. Annual Financial Reports

Unless an exemption is granted in the award, Grantee shall submit an annual financial report describing all funds received for the Project, all expenditures made relative to the Project, and a description of how the grant funds from DAN have been applied to the Project. The annual financial report shall be submitted no later than sixty (60) days following the end date of the grant award period.

9. Continuing Grant Increments

Unless otherwise specified, each successive increment of a continuing grant will be funded at the level specified in the original award notice without a formal request from the grantee provided an annual project report has been received from the Principal Investigator(s) and Project Director(s) and accepted by DAN.

Continuing funding is contingent on: (1) availability of funds; (2) satisfactory scientific/technical progress; and, (3) any special conditions of the grant.

10. Information Collection

Information collection activities performed under this award are the responsibility of the grantee, and DAN support of the project does not constitute DAN approval of the survey design, questionnaire

content or information collection procedures. The grantee shall not represent to respondents that such information is being collected for or in association with DAN without the specific written approval of such information collection plan or device by DAN. This requirement, however, is not intended to preclude mention of DAN support of the project in response to an inquiry or acknowledgment of such support in any publication of this information.

11. Responsible Conduct of Research

In accordance with Section 7009 of the America Creating Opportunities to Meaningfully Promote Excellence in Technology, Education, and Science (COMPETES) Act (42 U.S.C. 1862o-1) DAN requires that grantees must have a plan in place to provide appropriate training and oversight in the responsible and ethical conduct of research (RCR) to undergraduates, graduate students, and postdoctoral researchers who will be supported by DAN to conduct research. Grantees must designate one or more persons to oversee compliance with the RCR training requirement. Grantees are responsible for verifying that undergraduate students, graduate students, and postdoctoral researchers supported by DAN to conduct research have received training in the responsible and ethical conduct of research, in accordance with the plan the grantee has put in place for their organization.

12. Copyrightable Material

A. *Definition*

Subject writing means any material that:

- i. is or may be copyrightable under Title 17 of the U.S.C.; and
- ii. is produced by the grantee or its employees in the performance of work under this award.

Subject writings include such items as reports, books, journal articles, software, databases, sound recordings, videotapes, and videodiscs.

B. *Copyright Ownership*

Except as otherwise specified in the award or by this paragraph, the grantee may own or permit others to own copyright in all subject writings. The grantee agrees that if it or anyone else does own copyright in a subject writing, DAN will have a nonexclusive, irrevocable, royalty-free license to exercise or have exercised for or on behalf of DAN throughout the world all the exclusive rights provided by copyright. Such license, however, will not include the right to sell copies or phonorecords of the copyrighted works to the public.

13. Publications

A. *Acknowledgment of Support*

The grantee is responsible for assuring that an acknowledgment of DAN support:

- i. is made in any publication (including World Wide Web pages) of any material based on or developed under this project, in the following terms: "This material is based upon work supported by the Divers Alert Network under Grant No. (DAN grant number)."
- ii. is orally acknowledged during all news media interviews, including popular media such as radio, television and news magazines.

B. *Disclaimer*

The grantee is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer: "Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Divers Alert Network."

C. *Copies for DAN*

The grantee is responsible for assuring that DAN is provided access to, either electronically or in paper form, a copy of every publication of material based on or developed under this award, clearly labeled with the DAN grant number and other appropriate identifying information, promptly after publication.

14. Site Visits

DAN, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DAN on the premises of the grantee or a contractor under an award, the grantee shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the DAN representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

15. Suspension or Termination

- A. Any suspension or termination action taken by DAN must be taken in accordance with this article.
- B. The award may be suspended or terminated in whole or in part in any of the following situations by:
 - i. DAN when the grantee has materially failed to comply with the terms and conditions of the award;
 - ii. DAN and the grantee by mutual agreement (if DAN and the grantee cannot reach an agreement, DAN reserves the right to unilaterally terminate the award); or,

- iii. the grantee on written notice to DAN setting forth the reasons for such action, the effective date, and, in the case of partial termination, the portion to be terminated or suspended (with the understanding that if DAN determines that the unterminated portion will not accomplish the purposes of the award, it may suspend or terminate the entire award).
- C. Normally, action by DAN to suspend or terminate an award will be taken only after the grantee has been informed by DAN in writing of any deficiency on its part and given thirty (30) days to correct such deficiency to DAN's satisfaction; but DAN may immediately suspend or terminate the award without notice when it believes such action is reasonable to protect the interests of DAN.
- D. No costs incurred during a suspension period or after the effective date of a termination will be allowable. Within thirty (30) days of any termination date, the grantee will furnish a summary of progress under the award and an itemized accounting of costs incurred prior to the termination date. Final allowable costs under a termination settlement shall be in accordance with the terms of the award, including this article, giving due consideration to the progress under the award. In no event will the total of DAN payments under a terminated award exceed the award amount, or the DAN pro rata share of the total project costs when cost sharing was anticipated, whichever is less.

16. Nondiscrimination

The award is subject to the provisions of Title VI of the Civil Rights Act of 1964 [42 U.S.C. § 2000 d], Title IX of the Education Amendments of 1972 [20 USC §§ 1681 *et seq.*], the Rehabilitation Act of 1973 [29 U.S.C. § 794], the Age Discrimination Act of 1975 [42 U.S.C. §§ 6101 *et seq.*]. Specifically, in accordance with these statutes and regulations, no person on the basis of race, color, national origin, sex, disability, or age shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the award.

17. Animal Welfare

- A. Any grantee performing research on vertebrate animals shall comply with the Animal Welfare Act [7 U.S.C. §§ 2131 *et seq.*] and the regulations promulgated hereunder by the Secretary of Agriculture [9 CFR §§ 1.1-4.11] pertaining to the humane care, handling, and treatment of vertebrate animals held or used for research, teaching or other activities supported by Federal awards. The grantee is expected to ensure that the guidelines described in the National Academy of Science (NAS) Publication, "*Guide for the Care and Use of Laboratory Animals*" (1996) are followed and to comply with the *Public Health Service Policy and Government Principles Regarding the Care and Use of Animals* (included as Appendix D to the NAS Guide).
- B. In the event the grantee's multi-project Assurance is cancelled or lapses, the grantee must immediately notify DAN.

NOTE--The grantee may request registration of its facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), United States Department of Agriculture, for the region in which its research facility is located. The location of the nearest APHIS Regional Office, as well as information concerning this and other APHIS activities may be obtained at <http://www.aphis.usda.gov/>.

18. Human Research Subjects

The grantee is responsible for the protection of the rights and welfare of any human subjects involved in research, development and related activities supported by this award. The grantee agrees to comply with the National Science Foundation (NSF) regulation, entitled, "*Protection of Human Subjects* [45 CFR Part 690]."

OTHER CONSIDERATIONS

19. Liability

DAN does not assume any liability for accidents, illnesses or claims arising out of any work supported by an award or for unauthorized use of patented or copyrighted materials. The grantee institution is advised to take such steps as may be deemed necessary to insure or protect itself, its employees and its property.

20. Sharing of Findings, Data, and Other Research Products

- A. DAN expects significant findings from research and education activities it supports to be promptly submitted for publication, with authorship that accurately reflects the contributions of those involved. It expects investigators to share with other researchers, at no more than incremental cost and within a reasonable time, the data, samples, physical collections and other supporting materials created or gathered in the course of the work. It also encourages grantees to share software and inventions or otherwise act to make the innovations they embody widely useful and usable.
- B. Adjustments and, where essential, exceptions may be allowed to safeguard the rights of individuals and subjects, the validity of results, or the integrity of collections or to accommodate legitimate interests of investigators.