AB20 required the Department of General Services (DGS) on behalf of the State to negotiate a model agreement with the CSU and UC, outlining specific provisions to be included in the agreement.

- AB20 signed by the Governor Schwarzenegger in 2009
- UC/CSU contacted by DGS in December 2009
- First meeting in January 2010, with monthly meetings through June 30, 2011, and periodic conference calls through 2015
- And here we are in 2015 with a January 1, 2016 implementation date!
AB20: A New Relationship

- Use of the model agreement is predicated on a different working relationship with the State
  - Campuses will provide complete proposals to the State prior to award
  - Proposals will be reviewed in advance by Sponsored Projects
  - Proposal will contain more detail upfront, allowing for less detail to be required later
Known Agreements that are not AB20 Compatible

- California Institute Regenerative Medicine Agreements
- California Energy Commission - PIER/EPIC Agreements
The State and University Proposal & Administrative Manual (SUPAM)
SUPAM to the Rescue

Living document

• The SUPAM was originally conceived as a manual/guideline to be used by the Universities and the State agencies, but we didn’t have buy in from all parties

• However, the MOU does require us to update the SUPAM over the next two years (or longer w/mutual agreement) for ALL to use
SUPAM to the Rescue
(continued)

- With initial implementation of the AB20 model agreement, UC campuses will use the current version of the SUPAM as a guideline in the administration of State projects.

- Campuses will suggest edits to UCOP on updates to the SUPAM to increase its effectiveness in our collaboration on State-funded projects in the coming year.

- UCOP and CSUCO will work with DGS to bring content from State agencies into the SUPAM.
AB20: Implementing MOU

The MOU outlines the applicability of the AB20 model agreement – and more...

- Applies to all new agreements (except those mentioned earlier) between state agencies and UC campuses effective January 1, 2016

- A new contract is defined as the award of funds, not previously budgeted or appropriated, by an Agency to the UC or CSU

- Existing awards will be administered under the original terms
What Isn't in the Model Agreement
Indirect Cost

- All UC campuses will implement the same rate structure and process

  - **25% MTDC* for administrative costs for ALL projects**

  - For on-campus projects an additional facilities charge escalating up to 15% over 4 years will be added

    - as of 1/1/2016, on-campus facility cost will be 0%

    - on July 1, 2017 the facility cost will be 5% and increase 5% each year for the next two fiscal years (with the last increase July 1, 2019 to 15% for the FY2019/20)

* Modified Total Direct Cost as defined in the federally negotiated F&A rate agreement
The proposed indirect cost rate will remain in effect for the life of the project.

Similar to the implementation of the AB20 model agreement, an amendment with additional money and time is the same as a new agreement.

In this case, a new budget with the appropriate indirect cost rate in effect at that time will be provided to the State agency.
Process Changes

- **Proposal** – A technical and cost proposal will be required before any agreement will be processed by a State agency.
- **Technical Proposal/Scope of Work** – Focus on work and deliverables.
- **Cost Proposal/Budget Template** – Budget template and summary of costs – summary of project costs (composite budget estimate) will be incorporated into the agreement.
- *Leading to...*
Scope of Work

- **Exhibit A** – *Abstract and Scope of Work*
- An abstract or executive summary may be entered on Exhibit A or attached with the Scope of Work (SOW)
- The SOW is a complete description of the work to be done by the campus
- The SOW may also be attached to Exhibit A as a separate document
Exhibit A - Proposal/SOW

Proposal narrative - will be attached to Agreement as the SOW

Exhibit A

Project Summary & Scope of Work

Project Summary/Abstract

State the proposal’s broad, long-term objectives and specific aims, making reference to the relevance to the mission of the agency. Describe concisely the methods for achieving the stated goals.

Third-Party Confidential Information

☐ Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement, OR

☐ A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7.

Scope of Work

Enter SOW
Scope of Work

- **Exhibit A1 - Deliverables**
  - A description of all items that are to be delivered to the funding State agency
  - Include all reports, draft reports, software (including source code, if necessary and/or requested) and data sets (if requested by the State)
  - Be aware that the State will receive a Non-Exclusive Royalty Free (NERF) license to every item listed as a Deliverable
SCHEDULE OF DELIVERABLES
List all items that will be delivered to the State under the proposed Scope of Work. Include all reports, including draft reports for State review, and any other deliverables, if requested by the State and agreed to by the Parties.

<table>
<thead>
<tr>
<th>Deliverable*</th>
<th>Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The following Deliverables** are subject to paragraph 18. Copyrights, Section B of Exhibit C</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* If use of any Deliverable is restricted or is anticipated to contain Preexisting Data or copyrightable works with any restricted use, it will be clearly identified in Exhibit A4, Use of Preexisting Data, Copyrighted Works and Deliverables. For deliverables entered in this first section, copyright shall remain with the University with a license to the State in accordance with Exhibit C, Paragraph 18.A.

** Deliverables entered below this line provide copyright to the State agency with a license to the University in accordance with Exhibit C, Paragraph 18.B.
• Exhibit A2 – *Key Personnel*
  • Defined as individuals who contribute to the scientific development or execution of the project in a substantive, measurable way, whether or not salaries are requested.
  • PI and Proposing campus determine who is key within the project
  • Any change to Key Personnel requires State agency approval
Exhibit A2 – Key Personnel

University PI identifies the Key Personnel in the proposal. Resumes/CVs will be required for all Key Personnel.

<table>
<thead>
<tr>
<th>Last Name, First Name</th>
<th>Institutional Affiliation</th>
<th>Role on Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>PI:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last Name, First name</td>
<td>Institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Co-PI(s) – if applicable:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last Name, First name</td>
<td>Institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Last Name, First name</td>
<td>Institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Other Key Personnel (if applicable):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last Name, First name</td>
<td>Institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Last Name, First name</td>
<td>Institutional affiliation</td>
<td>Role on the project</td>
</tr>
</tbody>
</table>
AB20: SUPAM Proposal
ELEMENTS (continued)

• Exhibit A4 – *Pre-existing Data*

  • Pre-existing data is defined as "data that is already possessed or owned" by a party

  • Exhibit A4 provides for such data to be declared by the University, the State, or a third party - *along with any restrictions on use*

  • These latter two are provided at the time of award
Exhibit A4 – Pre-existing Data

Identify any pre-existing data anticipated to be used on the project, especially if it is to be delivered to the State agency (identified in Exhibit A1). Indicate if there are any restrictions on use – especially important for 3rd party data.

---

**Use of Preexisting Data, Copyrighted Works and Deliverables**

<table>
<thead>
<tr>
<th>A. Preexisting Data and/or copyrighted works to be provided to the University from the State or a third party for use in the performance in the Scope of Work.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner (State Agency or 3rd Party)</td>
</tr>
<tr>
<td>None or List:</td>
</tr>
</tbody>
</table>

*To be completed by State agency prior to award.*

<table>
<thead>
<tr>
<th>B. Use of Preexisting Data or copyrighted works included in Deliverables identified in Exhibit A1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner (University or 3rd Party)</td>
</tr>
<tr>
<td>None or List:</td>
</tr>
</tbody>
</table>
May use your own workbook to complete THIS Exhibit B

Budget Flexibility default is lesser of 10% or $10K, may be changed and negotiated w/agency

New requirement: subaward budgets must be included at the proposal stage

Again, SPA will be hosting in-depth trainings in 2016.
Exhibit B – Budget Justification

- Exhibit B1 – Justification

- The justification will contain a narrative explanation of all the estimated costs in the budget

- Pay particular attention to explaining unusual items of cost and the need for them
Exhibit B1

Budget Justification

The Budget Justification will include the following items in this format.

**Personnel**

*Name.* Starting with the Principal Investigator list the names of all known personnel who will be involved on the project for each year of the proposed project period. Include all collaborating investigators, individuals in training, technical and support staff or include as “to be determined” (TBD).

*Role on Project.* For all personnel by name, position, function, and a percentage level of effort (as appropriate), including “to-be-determined” positions.

*Fringe Benefits.*

In accordance with University policy, explain the costs included in the budgeted fringe benefit percentages used, which could include tuition/fee remission for qualifying personnel to the extent that such costs are provided for by University policy, to estimate the fringe benefit expenses on Exhibit B.

**Travel**

Itemize all travel requests separately by trip and justify in Exhibit B1, in accordance with University travel guidelines. Provide the purpose, destination, travelers (name or position/role), and duration of each trip. Include detail on airfare, lodging and mileage expenses, if applicable. Should the application include a request for travel outside of the state of California, justify the need for those out-of-state trips separately and completely.

**Materials and Supplies**

Itemize materials supplies in separate categories. Include a complete justification of the project’s need for these items. Theft sensitive equipment (under $5,000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.29.

**Equipment**

List each item of equipment (greater than or equal to $5,000 with a useful life of more than one year) with amount requested separately and justify each.
Good news – no more photocopying backup documentation!

Bad news – the PI must certify the accuracy of the invoice

*
A. Reimbursement

Costs will be calculated in accordance with the Generally Accepted Accounting Principles (GAAP)

IDC will be reimbursed in accordance with the awarded budget

Salaries and wages will be based on the institutional base salary and reimbursed based on actual time worked

Supporting documentation will need to be maintained for State review
• **B. Expense Allowability/Fiscal Documentation**

  • Requires that Universities provide documentation in the event of a disputed cost, *BUT* any undisputed costs in an invoice will be paid.
E. Invoicing

Invoices will be submitted no more frequently than monthly and no less frequently than quarterly and they can be submitted electronically.

While a standard invoice format can be submitted to the State, the invoice package must contain the elements identified in Exhibit B3 and must also include:

- A certification by the Authorized Financial Contact and the PI of the project that all charges are accurate in the invoice and the transaction reports.
What you will find at the DGS link...


LINKS:

- The University Model Agreement-Alternative Liability Clause for California State University auxiliary organizations.

- Model Agreement Memorandum of Understanding Between the Department of General Services and the University of California and the California State University.

- The University Model Agreement
  - Model Agreement Template with Exhibits
  - Patent Rights

- UTC-116 - University Terms & Conditions - Exhibit “C” for University of California and California State University Agreements. - Effective January 1, 2016
QUESTIONS?

Contact me:

Jeff Warner
Sponsored Projects
warnerj@uci.edu
949-824-3171