General Grant Provisions

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Operated by the Association of Universities for Research in Astronomy, Inc., for the National Aeronautics and Space Administration
# Table of Contents

Introduction ............................................................................................................................ 1  
Section 1 - STGMS (Space Telescope Grants Management System) ................................. 2  
Section 2 - Program Types ....................................................................................................... 3  
Section 3 - Eligibility for STScI Grant Funding ................................................................. 4  
Section 4 - Eligible Institutions ................................................................................................. 7  
Section 5 - Standards for Financial Management Systems ..................................................... 8  
Section 6 - Requirements for New Grantee Institutions ........................................................... 9  
Section 7 - STScI Review of Risk Posed by Applicants ............................................................ 10  
Section 8 - Additional Specific Conditions .......................................................................... 11  
Section 9 - Cost Considerations: Allowable, Reasonable, and Allocable .............................. 12  
  A. Allowable Costs .................................................................................................................. 12  
  B. Reasonable Costs ................................................................................................................. 13  
  C. Allocable Costs .................................................................................................................... 13  
Section 10 - Budgets and Allowable Costs .......................................................................... 14  
  A. Salary ................................................................................................................................. 15  
  B. Travel ................................................................................................................................. 15  
  C. Publications ......................................................................................................................... 16  
  D. Computer Services ............................................................................................................. 16  
  E. Equipment ......................................................................................................................... 16  
  F. Materials and Supplies (including Computing Devices) ..................................................... 17  
  G. Ground-Based Observations ............................................................................................... 17  
  H. Relocation ........................................................................................................................ 18  
  I. Other Costs ......................................................................................................................... 18  
  J. Fringe Benefits ................................................................................................................... 18  
  K. Indirect Costs ..................................................................................................................... 18  
Section 11 - Pre-Award Costs ............................................................................................... 20  
Section 12 - Unallowable Costs ............................................................................................. 21  
Section 13 - Cost Sharing ...................................................................................................... 22  
Section 14 - Budget Review and Approval Process ............................................................... 23  
Section 15 - Notification of Approved Program Amounts ..................................................... 24  
Section 16 - Grant Awards and Funding Availability ............................................................. 25  
Section 17 - Period of Performance ....................................................................................... 26
B. Certification Regarding Lobbying ................................................................. 55
C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters .......... 56
D. Certification of Tax Compliance: Section 523 of PL 113-235 ........................................ 56
E. Representation regarding corporate felony convictions: Section 745 of PL 113-235 ........ 57
F. Representation regarding unpaid corporate tax liabilities: Section 744 of PL 113-235 .... 57
G. Representation: Restrictions on reporting waste, fraud, and abuse: Section 743 of PL 113-235 57
H. Mandatory Disclosures .............................................................................. 57
I. Clean Air – Water Pollution Control Acts ..................................................... 57
The STScI General Grant Provisions (GGP) provide the general rules and regulations applicable to all grants awarded by the Space Telescope Science Institute (STScI or the Institute) and supersedes all previous versions. STScI is operated by the Association of Universities for Research in Astronomy, Inc., (AURA), for the National Aeronautics and Space Administration (NASA) under Contract NAS5-26555. The term “STScI” wherever used in this document or in award documents shall mean the Association of Universities for Research in Astronomy, Inc., (AURA) and its operating center, the Space Telescope Science Institute.

NASA provides funds to the astronomical community through STScI to support research with the Hubble Space Telescope (HST). Funds are available to eligible (reference Section 3 – Eligibility for STScI Grant Funding) General Observers and Archival Researchers for the acquisition, analysis, and publication of HST data. In any instance where there is a conflict between the STScI General Grant Provisions contained in this document and the special conditions of the Grant Award or Amendment Documents, the special conditions will govern. The terms of the current HST Call for Proposals are incorporated into and are considered to be part of these General Grant Provisions.

STScI is authorized to, and will make grant payments from funds advanced or authorized to it by NASA and not from its own assets. STScI administers each grant for NASA unless specifically provided to the contrary. All funding to grantee institutions is contingent upon the availability of funds from NASA. Administration of these grant programs or of specific grants may be transferred from STScI to NASA or its designee, and in the case of such transfer, STScI will have no further responsibility.

STScI administers HST programs in full accordance with the national policy against discrimination on the basis of race, color, national origin, sex, disability, and age.

This version (June 2016) supersedes STScI GGP 8/06 and all prior versions.

Contact STScI Grants Administration with questions regarding these Grant Provisions or the incorporated references.

Email: gms_mail@stsci.edu
Phone: 410-338-4200
STGMS is a web-based application that allows users direct access to grants information.

https://stgms.stsci.edu

All grant actions occur in STGMS. These actions include, but are not limited to grant budget submissions and approvals; grant awards and amendments; no-cost extensions; financial and performance reports; transfer requests; etc.

Need an STGMS account? Contact the Sponsored Research Office at your institution.
Section 2 - Program Types

Helpful Tip:
Reference the applicable HST Call for Proposals for detailed information on Program Types.

STScI funds the following program types:

A. General Observer (GO)
   • Small, Medium, Large, Treasury, and Multi-Cycle (observations in more than one cycle)
   • Snapshot (SNAP)
   • Director’s Discretionary (DD)
   • Multi-Mission Joint Programs (observations using HST and another observatory to fulfill the scientific goals (i.e. Chandra, Spitzer, XMM, NOAO, NRAO)

B. Archival Researcher (AR)
   • Regular
   • Legacy
   • Theory

C. Hubble Fellowship (HF)
   • Grants awarded for Hubble Fellowships are subject to the following, in order of governance: Special Conditions of the Award/Amendment, HF Policy, GGP.

D. Education and Public Outreach (EO)
   • Grants awarded for Education and Public Outreach are also subject to these Provisions. Reference the EPO website for information on the Call for Proposals:
     http://cycle-epo.stsci.edu

E. IDEAS
   • The IDEAS Grant Program is closed and proposals are no longer accepted. Previous grant awards for IDEAS were subject to the “General Grant Provisions of the Space Telescope for the Initiative to Develop Education through Astronomy and Space Science Research Grants Program”, (published as a separate document).
STScI funding will not be used in any way to support research efforts by non-U.S. investigators or institutions. Regardless of where he or she resides, an investigator who has a formal or contractual affiliation (funded or unfunded) with a non-U.S. institution is considered a “non-U.S. Investigator” and may not apply for funding.

A. Eligible Investigators

1. U.S. Investigators

U.S. Investigators with successful Phase I proposals are eligible to submit a budget proposal to support their HST research efforts. To request support, an investigator must meet the criteria of a “U.S. investigator” at the time of budget submission.

“U.S. investigators” (including postdocs and graduate Students) are defined as named PI’s or Co-I’s who are:

a. U.S. citizens residing in the United States, or abroad if salary is being paid only by a U.S. institution. (STScI funds are not intended to support U.S. investigators who live abroad full-time even if they do not receive a salary from a non-U.S. institution. Investigators in this status may not affiliate with a U.S. institution merely for the purpose of requesting STScI grant funds.),

or

b. U.S. permanent residents and foreign national investigators working in the United States if salary is being paid only by a U.S. institution.

Note that a U.S. investigator may receive grant support for HST project-specific work while on approved sabbatical at a non-U.S. institution (if employed by the U.S. institution during sabbatical).
Temporary service on an advisory panel or acceptance of an honorarium for an invited talk at a non-U.S. institution does not make a U.S. investigator ineligible to receive grant funding.

2. **Unaffiliated U.S. Investigators**

To ensure the responsible management of appropriated federal funds, proposals must be submitted by one of the institution types listed in Section 4 (Eligible Institutions). Unaffiliated U.S. investigators must obtain an affiliation with one of the eligible institutions for proposal submission and management of any subsequent grant awards.

3. **Federal Employees**

Federal employees with successful Phase I proposals are eligible to submit a budget proposal to support their HST research efforts. To request support, an investigator must meet the criteria of a “U.S. Investigator” at the time of budget submission.

Proposals must be submitted through the appropriate authorizing office in the employee’s agency. Funding for federal employees is allowed in accordance with the standard policies and practices of the individual’s federal agency.

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

B. **ESA Investigators**

ESA investigators, including ESA/AURA, are not eligible for STScI grant funding and should apply to their own institutions or national research organizations for support.

C. **Special Conditions Regarding Eligibility**

1. **Transfers to Non-U.S. Institutions**

U.S. investigators who transfer to a non-U.S. institution are ineligible to receive funding effective as of the official end date at the U.S. institution or the official start date at the non-U.S. institution (whichever comes first), and the grant will be closed.
2. STScI Grants Administration must be notified when a U.S. investigator accepts employment or other affiliation with a non-U.S. institution. Any costs incurred to support non-U.S. investigators (either directly or indirectly) are unallowable, and funds expended on such costs and must be returned to STScI.

**IMPORTANT**

Reference Section 21, “Transfers” for requirements regarding disposition of funds when a funded investigator transfers to a non-U.S. institution.
Section 4 - Eligible Institutions

Eligible U.S. investigators employed by or affiliated with the types of organizations listed below are eligible for grant funding in accordance with the standard policies and practices of their organization. It is assumed that most investigators are affiliated with and apply to STScI through an institution which would make substantial support available for project activities (i.e., computer facilities, collaboration with other investigators, students, or research assistants, etc.).

A. Universities and Colleges

B. Non-profit Research Institutions

C. Private For-Profit Organizations

D. Federal Agencies - If not employed by NASA, a statement must be provided that none of the requested project costs are reimbursable through the grantee agency. Approved funding will be provided via an interagency transfer from the Goddard Space Flight Center (GSFC) and the grants will be administered by STScI.

STScI has an obligation and the authority to ensure that grantee institutions meet the requirements related to the award of federal funds and has the authority to deny issuing a grant to any institution.
An institution assuming responsibility for a grant awarded by STScI must have:

A. A financial management system that provides accurate, current, and complete disclosure of all project expenditures for each STScI grant in accordance with the reporting requirements in Section 24.

B. Records that adequately identify the source and application of funds for each STScI grant. These records must contain information pertaining to awards, authorizations, obligations, grant expenditures, unobligated balances, and interest.

C. Effective control over and accountability for all funds, property, and other assets. A recipient of an STScI grant must adequately safeguard all such assets and assure that they are used solely for authorized purposes.

D. Comparison of actual expenditures with budgeted amounts for each STScI grant.

E. Written procedures to minimize the elapsed time between the payment of STScI funds and the disbursement of such funds when advance payments are provided by STScI.

F. Written procedures for determining the reasonableness, allowability, and allocability of costs in accordance with these General Grant Provisions, Special Conditions stated in the Grant Award or Amendment Documents, and the applicable Federal Cost Principles.

G. Accounting records, including cost accounting records that are supported by source documentation.

H. Examinations in the form of periodic independent audits or internal audits on an organization-wide basis to test the fiscal integrity of financial transactions and the effectiveness of the financial management system.
Section 6 - Requirements for New Grantee Institutions

Prior to issuing an award to a new institution or organization, STScI requires the submission of:

A. Articles of Incorporation
B. Audited Financial Statement, and/or
C. Financial Management Questionnaire
D. A-133 Audit Report or Certification letter
Section 7 - STScI Review of Risk Posed by Applicants

STScI has an obligation and the authority to ensure that grantee institutions meet the requirements related to the award of federal funds.

A. STScI will evaluate risks posed by applicants and will consider:

1. Financial stability;

2. Quality of management systems and the ability to meet management standards set forth in 2 CFR 200.302;

3. History of performance:

   If the grantee is a prior STScI grant recipient, the grantee’s record in managing STScI awards, including timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of previous STScI awards, and if applicable, the extent to which any previously awarded amounts were expended prior to future awards;

4. Reports and findings from audits performed under 2 CFR 200, Subpart F - Audit Requirements, or the reports and findings of any other available audits; and

5. Grantee’s ability to effectively implement statutory, regulatory, or other requirements imposed on grantee institutions.

B. In addition to this review, STScI requires that the grantee comply with the Certifications, Assurances, and Representations in Appendix A of these General Grant Provisions.
Section 8 - Additional Specific Conditions

A. If a grantee does not meet the criteria of these GGP, STScI may impose additional requirements such as:

1. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;

3. Requiring additional, more detailed financial reports;

4. Requiring additional project monitoring;

5. Requiring the grantee to obtain technical or management assistance; or

6. Establishing additional prior approvals.

B. If STScI imposes additional requirements, it will notify the grantee as to:

1. The nature of the additional requirements;

2. The reason why the additional requirements are being imposed;

3. The corrective action needed to lift the additional requirements;

4. The time allowed to implement the corrective actions; and

5. The method for requesting reconsideration of the additional requirements imposed.

C. The grantee must promptly implement the additional requirements imposed by STScI.

D. Special conditions will be removed once STScI determines that the conditions that prompted them have been corrected.
The total cost of an STScI grant is comprised of allowable direct and indirect costs of a project. In addition to the criteria listed in this section of the Grant Provisions, the allowability of costs for For-profit organizations, and the Nonprofit organizations listed in 2 CFR, Appendix VIII to Part 200 – Nonprofit Organizations Exempted from Subpart E, are determined in accordance with the provisions of the Federal Acquisition Regulations (FAR).

Allowable costs for all grant budgets and awards will be determined in accordance with these General Grant Provisions. STScI has the final authority to determine whether or not a cost is allowable for an STScI grant. Indirect costs necessary for support of a project must be based on an applicable federally negotiated IDC rate. In the absence of a federally negotiated IDC rate, the institution may elect to charge a de minimis rate of 10% of the MTDC (modified total direct costs). If a grantee elects to use the de minimis rate, this methodology must be used consistently for all awards until such a time as the grantee choses to negotiate for a rate.

**A copy of the federally negotiated IDC rate agreement that supports the rates used in the budget must be provided to STScI prior to a grant award.**

A. **Allowable Costs**

Costs must meet the following criteria to be allowable under an STScI award:

1. Be necessary and reasonable for the performance of the award.
2. Be allocable to the STScI project.
3. Conform to any limitations or exclusions set forth in this document or in the Grant Award/Amendment Documents.
4. Be consistent with policies and procedures that apply uniformly to both federally-funded and other activities of the grantee institution.
5. Be accorded consistent treatment. A cost may not be assigned to an STScI award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the STScI award as an indirect cost.
6. Be determined in accordance with generally accepted accounting principles.
7. Be adequately documented.
B. Reasonable Costs

A cost is considered reasonable if, in its nature and amount, does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Major considerations involved in the determination of the reasonableness of a cost are:

1. Whether the cost is of a type generally recognized as ordinary and necessary for the proper and efficient performance of the project;

2. The restraints or requirements imposed by such factors as sound business practices; arm’s length bargaining; Federal, state, and other laws and regulations; terms and conditions of the grant award;

3. Market prices for comparable goods or services for the geographic area;

4. Whether the cost is consistent with the established practices and policies of the grantee institution.

C. Allocable Costs

1. A cost is allocable to an STScI grant if the goods or services involved are chargeable or assignable to the grant in accordance with the relative benefits received or other equitable relationship.

2. Any cost allocable to a particular grant award may not be charged to other grant awards to overcome funding deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and condition of the federal awards, or for other reasons.

3. If a cost benefits two or more projects in proportions that can be determined without undue effort or cost, the cost should be allocated to the projects based on the proportional benefit.

4. Where the purchase of equipment or other capital asset is specifically authorized under a grant, the costs are assignable to the grant regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.
Section 10 - Budgets and Allowable Costs

BUDGETS

By submitting a proposal and accepting a grant funded by STScI, the grantee agrees to comply with these General Grant Provisions, and any other terms and conditions included in the Grant Award Document.

Budgets are submitted to STScI via STGMS and include certification that the statements made in each budget and narrative are true and correct to the best of the Authorizing Official’s knowledge and belief. Willful provision of false information in the budget or its supporting documents, or in reports required under an ensuing award, is a criminal offense (U.S. Code, Title 18, Section 1001).

Each budget must have an Administrative PI who will have overall fiscal and reporting responsibility for the grant.

ALLOWABLE COSTS

Contact STScI Grants Administration with questions regarding allowable/unallowable costs.

Proposals should include a detailed financial plan and a supporting justification for each cost item listed in the budget. All costs must be allowable, reasonable, and allocable to support the acquisition, calibration, analysis, publication, and related costs of HST research.

A. Salary  
B. Travel  
C. Publications  
D. Computer Services  
E. Equipment  
F. Materials and Supplies  
G. Ground-Based Observations  
H. Relocation  
I. Other Costs  
J. Fringe Benefits  
K. Indirect Costs  
L. Pre-Award Costs (at grantee’s own risk)
A. Salary

1. **Project Investigators** - Salary support for project investigators is allowable provided it is reasonable for the services rendered and it is consistent with the established policies of the institution assuming responsibility for the grant. This requirement applies to employees of the grantee institution as well as to employees hired specifically for the project.

2. **Salary Rates** - STScI funds may not be used to pay more than a person’s full time salary, or to pay more than an individual’s hourly rate. An individual may not be reimbursed for consulting or other time in addition to a regular full time institutional salary covering the same period of employment.

3. **Summer Salary** - Faculty members at academic institutions may request support for summer salary in accordance with their institutional policies.

4. **Release Time / Academic Institutions** - Exceptions for release-time during the academic year may be permitted under special circumstances and such costs must be fully justified in the proposal budget.

5. **Release Time / Non-academic Institutions** - Release time for project investigators working in non-academic institutions is allowable provided the compensation requested is reasonable and consistent with each employee’s regular full time salary or the rate of compensation. The grantee institution must provide verification to STScI that they support the release time and quantify the amount of time the employee will be released from their regular position.

6. **Unaffiliated Investigators** - Salary for unaffiliated investigators must be comparable to what that individual last made while affiliated with an institution, or would receive if currently employed on a full time basis rather than working on the HST project.

7. **Research Assistance** - Costs for graduate students, post-doctoral associates, and science data aides to assist in the analysis of HST data are allowable. All salaries must be in accordance with the standard policies of the grantee institution.

8. **Administrative/Clerical** - Costs for administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the conditions in 2 CFR 200.413 are met.

B. Travel

Transportation and subsistence costs for project personnel to obtain, analyze, and disseminate HST data are allowable. Such costs must be in accordance with the written
travel policies of the grantee institution. In lieu of an institutional travel policy, the Federal Travel Regulations may be used for guidance.

1. All travel costs charged to a grant must be for travel that is directly related to that specific project.

2. Air travel, domestic or foreign, for personnel and property, must be aboard a U.S. flag carrier. Airfare costs in excess of the customary standard commercial airfare (coach or equivalent), federal government contract airfare (where authorized and available) or the lowest commercial discount airfare are unallowable except when such accommodations would:
   a. Require circuitous routing;
   b. Require travel during unreasonable hours;
   c. Excessively prolonged travel; or
   d. Result in additional costs that would offset the transportation savings.

C. **Publications**

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

D. **Computer Services**

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

E. **Equipment**

Equipment is defined as a per unit acquisition cost of $5,000 or more with a useful life of more than one year.

1. The purchase of equipment including computer or related hardware is allowable if it was included in the originally approved budget. Prior STScI approval is required to purchase equipment that was not specifically authorized in the approved budget.
2. The purchase of equipment is generally not approved for private or for-profit organizations.
3. Property records must be maintained that include a description of the equipment, a serial number or other identification number, the source of funding for the equipment, and the cost of the equipment.

4. A list of all equipment purchased on the grant must be submitted at the end of the grant period (Ref. Section 25, Reporting Requirements). If no equipment was purchased on the grant, a negative report is required.

5. Unless otherwise stated in the Grant Award/Amendment Documents, title to and responsibility for all equipment purchased with grant funds is vested in the Grantee Institution provided that:
   a. The Grantee uses the equipment for the authorized activities of the project, and
   b. When no longer needed for the original grant, the equipment is used for other grants funded by STScI or activities under federal awards from other federal awarding agencies.

6. It is the responsibility of the Grantee and the Grantee Institution to ensure that no equipment or supplies (i.e. laptops, notepads, etc.) are transferred to a non-U.S. Institution or a non-U.S. investigator during or after the period of performance.

F. Materials and Supplies (including Computing Devices)

Materials and Supplies are all tangible personal property other than those described in Equipment above.

The purchase of Materials and Supplies directly related to the HST project are allowable if such costs are not already reimbursed through indirect costs.

A computing device is a supply if the acquisition cost is less than $5,000 regardless of the length of its useful life. A computing device is defined as a machine used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information.

G. Ground-Based Observations

Costs to support ground-based observations to obtain data for the purpose of interpreting HST observations are allowable.
1. A description and justification of the planned observations must be included in the budget proposal and approved by STScI.

2. The total cost of ground-based observations should be only a small portion (approximately 10%) of the overall program budget.

H. Relocation

Costs for relocation are allowable provided they are in accordance with the policies and practices of the grantee institution. Additionally, these costs may be reimbursed only if the term of employment at the new institution is for 12 months or more.

I. Other Costs

1. Any costs not mentioned above that are necessary to complete work on the program and otherwise allowable may be considered for reimbursement.

2. Costs incurred by Non-profit organizations (listed in Title 2 CFR, Appendix VIII), and For-profit organizations, are determined in accordance with the provisions of the Federal Acquisition Regulations (FAR).

J. Fringe Benefits

1. If an institution’s usual accounting practices treat contributions to employee benefits (health, social security, retirement, etc.) as direct costs, STScI funds may be requested for all applicable fringe benefits. Fringe benefits must be applied consistently for the period for the rate is in effect, and in accordance with the rates approved by the cognizant federal agency.

2. If unapproved or provisional rates are used, an explanation including the computational basis for the fringe benefits and corresponding allocation base for each rate.

K. Indirect Costs

Indirect Costs (IDC) includes the terms Facilities and Administration (F&A), Overhead (OH), and General Administrative (G&A) rates. IDC’s are not a factor in the budget review process and do not affect funding recommendations.

1. Indirect costs (IDC) are allowable provided the IDC rate used in the budget is based on a Negotiation Agreement with an agency of the federal government.
The federal IDC Negotiation Agreement that supports rates used in the budget must be submitted to STScI prior to grant award.

2. It is STScI policy to allow the application of Indirect Cost Rates (IDC) to modified total direct costs (MTDC). MTDC excludes equipment, capital expenditures, tuition remission, scholarships and fellowships, and subcontracts or subgrants in excess of $25,000.

3. Indirect costs necessary for support of a project must be based on an applicable federally negotiated IDC rate. For institutions without a federally negotiated IDC rate, STScI will allow a de minimis rate of up to 10% of modified total direct costs (MTDC). If a grantee elects to use the de minimis rate, this methodology must be used consistently for all awards until such a time as the grantee chooses to negotiate for a rate. Verification of the federally negotiated IDC rate must be provided to STScI prior to a grant award.

4. STScI will not increase award amounts to cover additional costs resulting from the negotiation of an indirect cost rate greater than the rate proposed in the budget; however, the negotiation of a lower rate may result in the reduction of the award.

5. In no event will STScI provide funds in excess of actual project costs.

6. If a provisional rate is used, the grantee institution shall provide a copy of the negotiated rate covering the grant period.

A copy of the federally negotiated IDC rate agreement that supports the rates used in the budget must be provided to STScI prior to a grant award.
Section 11 - Pre-Award Costs

Pre-award costs are those incurred prior to the effective date of the grant award. The costs must be for project activities directly related to a specific STScI program and necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the grant award.

Pre-award costs are incurred at the grantee’s own risk and STScI is under no obligation to reimburse such costs if for any reason the grantee does not receive an award, or an award is made for a lesser amount than the grantee anticipated.
All costs charged to a grant must be actual costs. STScI is not obligated to reimburse grantee institutions for costs incurred in excess of the total funds allotted by STScI. The grantee institution is not authorized to continue performance beyond the amount allotted and allocated to the grant award. Additionally, STScI is not obligated to reimburse funds for work outside the original scope of work.

The following list includes but is not limited to costs that are specifically unallowable.

A. Cell phones and data plans that support personal devices
B. Internet Service Provider (ISP) outside of the host institution
C. Profit, Management Fee, and Cost of Money
D. Costs incurred after the grant period of performance
E. Encumbrances

Unsure if a cost is allowable? Contact STScI Grants Administration for assistance.
Voluntary cost sharing or matching is not expected or required for STScI grants.
Section 14 - Budget Review and Approval Process

STScI releases a Call for Proposals (CP) each cycle inviting investigators to participate in research activities for the HST. Reference the current Cycle’s CP (http://www.stsci.edu/hst) for detailed policies, procedures, and Phase I proposal instructions. Questions regarding Phase I submissions should be directed to the STScI Help Desk (help@stsci.edu).

After the STScI Director approves the recommendations of the Telescope Allocation Committee (TAC), eligible U.S. investigators are notified that they may submit a budget for their program. Budgets are reviewed by the STScI Financial Review Committee (FRC) and funding recommendations are presented to the STScI Director for approval. After approval, grants are awarded in accordance with Section 16 of the GGP. All awards are made contingent upon the availability of funds from NASA.
Section 15 - Notification of Approved Program Amounts

Helpful Tips:

Revised budgets are required if the approved funding amount is less than requested.

Program Administrative PI’s must notify Co-I’s if revised budgets are required.

Submission of overdue reports is required prior to any grant award.

A. After the STScI Director approves the FRC recommendations, U.S. Program Administrative PI’s and their institutions will receive an electronic notification letter that states the funded amount for their program. The notification letter is not the official award document. A separate Grant Award Document will be issued to the grantee institution.

B. The amount in the notification is the total approved for all funded investigators on the program. If the approved amount is less than the budget amount submitted, the Administrative PI is responsible for notifying each Co-I of the amount to submit for their revised budget.

- Only Program Administrative PI’s receive notification of the approved program amounts. Co-I’s do not receive individual notification. The Administrative PI determines the revised funding allocation for each Co-I.

C. With the exception of any unallowable costs that must be specifically removed from the budget, reductions are not required in the cost categories listed in the notification. Each budget proposer may decide how to reallocate their budget up to the revised amount.

All funding is contingent upon the availability of funds from NASA.
Section 16 - Grant Awards and Funding Availability

A. Grant awards are issued to the proposing institution at which the Administrative PI is employed and not to the PI personally.

B. STScI can withhold grant awards for an investigator or an institution until reporting requirements for existing awards are met.

C. Funding becomes automatically available to the grantee institution based on the incremental schedule stated in the Grant Award/Amendment Documents.

*Incremental schedules may be adjusted:*

- **Early Release of Incremental Funding** - If work on the project is progressing such that scheduled funding availability is insufficient, contact STScI Grants Administration to request an early release of incremental funding. A brief justification is required.

- **STScI Adjustment of Incremental Funding Schedule** – If no costs are reported, or if the costs reported do not coincide with the progress on the program, STScI may adjust the incremental funding schedule accordingly.

D. **Awards $50K and less** - All funding is immediately available upon award unless otherwise stated in the terms and conditions in the Grant Award/Amendment Documents.

E. **Preparatory Funding** - Available for GO programs only. Up to 25% of the approved budgeted amount may be requested to begin essential work prior to observations. Preparatory funding is awarded subject to the submission of revised budgets and/or overdue reports and all other criteria above.

   Contact STScI Grants Administration for assistance if there is a need for preparatory funding that was not included in the budget and narrative.

F. STScI is not obligated to reimburse grantee institutions for costs incurred in excess of the total funds allotted by STScI. The grantee institution is not authorized to continue performance beyond the amount allotted and allocated to the grant award.
Section 17 - Period of Performance

The period of performance is the time during which grant expenditures may be incurred. Expenditures outside of the period of performance are made at the risk of the grantee institution.

The period of performance will be stated in the Grant Award Document. A Grant Amendment Document will be issued for any approved changes to the period of performance.
Section 18 - Revisions to Budgets or Program

A. STScI grants are awarded based on an approved proposal and budget. The budget is a detailed financial expression of the project or program and it shall be related to performance for program evaluation purposes whenever appropriate.

Prior approval from STScI is required when there are deviations from budget and program plans that will:

1. Result in changes to the scope or the objectives of the project (even if there is no associated budget revision with the changes, prior written approval from STScI is required);

2. Result in items being added to the budget which require prior approval from STScI (i.e. equipment purchases) that were not specifically authorized in the Grant Award or Amendment Documents;

3. Result in transferring substantive project activities to a third party by sub-granting, contracting, or other means;

4. Involve the transfer of funds between direct cost categories, or the transfer of funds between direct and indirect cost categories when the cumulative amount of such transfers is expected to exceed $25,000 or twenty-five percent of the total project-budget as last approved by STScI, whichever is less.

B. All other budget changes do not require STScI approval.

C. Revised budgets must be submitted to STScI for any revisions that exceed the amounts indicated above.
Section 19 - Project Personnel Changes

A. Prior approval from STScI is required for all changes to key grant personnel:

1. Scientific or Administrative Principal Investigator (PI) of a program or grant.

2. Scientific or Administrative PI’s level of effort in project activities.

3. PI absence from the grantee institution for more than 30 days.
   a. STScI may require the grantee Institution to designate an Administrative PI to assume responsibility for the grant for the duration of the PI’s absence.
   b. Personnel that transfer to a foreign institution are no longer eligible to receive support from STScI grant funds in any way. Charges incurred after the effective date of transfer from the grantee institution are unallowable

4. Co-I added to the Program.

   Changes to scientific personnel also require approval of the STScI Head of Science Policies Division. Grants Administration will forward the request for approval.

B. Submit notifications and requests for approval via STGMS or email (gms_mail@stsci.edu) at least 30 days prior to the change or as soon as the Investigator or Institution has knowledge that a change will occur. STScI will issue a Grant Amendment that documents the approved changes.

C. If arrangements proposed by the grantee are not acceptable to STScI, the grant may be suspended or terminated. If the grantee cannot is make suitable arrangements, it must contact STScI for closeout instructions.

It is the responsibility of all investigators to maintain current addresses and affiliation information in ProPer (Proposal/Person Application):

https://profile.stsci.edu
Section 20 - Authorizing or Certifying Officials, and Administrative Personnel Changes

Authorizing Official (AO)
The AO is the individual who is legally responsible to accept grants on behalf of the grantee institution. To change the AO of the institution, a signed request on the institution’s letterhead must be submitted to STScI. Scanned or hardcopies are acceptable.

Scanned copy: gms_mail@stsci.edu
Hard copy: Grants Administration Office
Space Telescope Science Institute
3700 San Martin Drive
Baltimore, MD 21218

Certifying Official (CO)
The CO is the individual responsible for financial reporting on behalf of the grantee institution. To change the CO of an institution, send a request via STGMS or to gms_mail@stsci.edu.

Administrative Personnel
Approval from STScI is not required for changes to Administrative Personnel (e.g. Sponsored Research, Accounting, Budgets, etc.), but a courtesy email would be appreciated.

Authorized STGMS Account Managers at grantee institutions are required to update privileges in STGMS to reflect any changes. This includes activating and deactivating accounts.
Section 21 - Transfers

Prior approval from STScI is required to transfer the legal and administrative responsibility of a grant from one institution or investigator to another, and for all changes to Key Program/Grant Personnel (funded and non-funded).

The PI, Authorizing Official, and/or other responsible parties of the grantee institution must notify STScI Grants Administration immediately upon knowledge that a named investigator (PI, Co-I, Postdoc, or Graduate Student) is transferring to another institution.

Requests must be submitted via STGMS during the grant period of performance. Requests made after the grant expires are subject to denial. A Grant Amendment with approved changes will be issued.

A. Transfers between U.S. institutions

Depending on the individual circumstances of an investigator transferring from one U.S. institution to another, there are various options for funding disposition. Contact STScI Grants Administration for transfer instructions.

B. Transfers to non-U.S. institutions

Funded U.S. investigators who transfer to a non-U.S. institution become ineligible to receive funding effective as of the official end date at the U.S. institution or the official start date at the non-U.S. institution (whichever comes first).
If the investigator is the Administrative PI, the grant will be closed and funds will be disposed as follows:

1. If there are no other U.S. Investigators

If there are no other U.S. Investigators on the program the grant will be closed and remaining funds returned to STScI. It is unallowable to add a U.S. investigator to the program merely for purpose of transferring grant funds.

If grant funds currently support only a Postdoc or Graduate student, a special request for an exception to add an investigator to the program to assume the role of Administrative PI may be submitted to STScI. If approved, existing grant funds may support the Postdoc or Graduate Student for a reasonable period of time (e.g. until the end of the current semester) to help transition to another funding source.
2. **If there are other U.S. Investigators**

If other U.S. investigators are actively contributing to the project, a request to transfer the balance of funds to support research within the original scope of work may be submitted to STScI for approval.
Section 22 - No-Cost Extensions

A. A request and justification for a no-cost time extension of an award may be requested at least 30 days prior the end date of the award if the Principal Investigator cannot complete the objectives of the proposed project within the grant period of performance. Requests received after the end date of the award may be denied.

No-cost extensions are generally approved for up to 12 months. Additional requests for no-cost extensions may be considered in exceptional cases.

B. All no-cost extensions requests are subject to the approval of STScI. STScI has the right to deny the request if it is determined:

1. That it is merely for the purpose of using unobligated balances;
2. If the extension requires additional funds;
3. If the extension involves any change in the approved objectives or scope of the project;
4. The grantee is not in compliance with all of the reporting requirements (i.e. overdue interim financial or performance reports); or
5. The terms and conditions of the award or a subsequent amendment to the grant prohibit an extension.

C. All expenditures incurred during the grant extension period must be directly related to the scope of the project as described in the proposal.
Funds available for Appeals and Supplements are generally very limited. Contact STScI Grants Administration for information regarding funding availability.

A. STScI expects that investigators will make every effort to complete all project activities within the awarded amount. If unanticipated costs arise in analyzing HST data, a modest request for supplemental funding to finalize the project may be submitted. Supplements are not intended to restore the original scope and funding of projects that were previously reduced by the Financial Review Committee (FRC). Award of any additional funding is contingent upon FRC review, STScI Director approval, and the availability of funding from NASA.

B. If analysis beyond the original scope of work is necessary, a new science proposal shall be submitted and reviewed by the TAC during the next cycle’s proposal review. Reference the current HST Call for Proposals (http://www.stsci.edu/hst) for information and instructions on how to submit a proposal.
Section 24 - Reporting Requirements

Grantees are responsible for managing and monitoring each project, function, and activity supported by the award. By accepting STScI funding, the Grant Administrative PI and grantee institution specifically agree to submit all required reports in accordance with the schedule in the Grant Award/Amendment.

A. Interim Reports

<table>
<thead>
<tr>
<th>REPORT</th>
<th>DUE</th>
<th>INCLUDES</th>
<th>WHO IS RESPONSIBLE?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance</td>
<td>Annually, in accordance with the schedule in the Grant Award/Amendment</td>
<td>Brief comparison of actual accomplishments with the goals and objectives for the period, the findings of the investigator, or both. Reason why established goals were not met, if appropriate.</td>
<td>Grant Administrative PI</td>
</tr>
<tr>
<td>Financial</td>
<td>Monthly, or in accordance with the schedule in the Grant Award/Amendment</td>
<td>If multiple grants, one report with expenditures for each grant may be submitted. Even if no costs were incurred on a grant in any period, a zero expenditure financial report is required.</td>
<td>Authorizing or Certifying Official *</td>
</tr>
<tr>
<td>A-133 Audit</td>
<td>Annually, if federal expenditures are $750K or more during the fiscal year. Exempt if federal expenditures are less than $750K during the fiscal year.</td>
<td>In lieu of the A-133 report, recipient may provide a letter certifying that there were no audit findings and/or material weaknesses to the financial management of the institution and/or any STScI grants.</td>
<td>Authorizing or Certifying Official *</td>
</tr>
</tbody>
</table>

* The grantee is required to meet the certifications stated in 2 CFR 200.415
## B. Final Reports

<table>
<thead>
<tr>
<th>REPORT</th>
<th>DUE</th>
<th>INCLUDES</th>
<th>WHO IS RESPONSIBLE?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance</td>
<td>Within 90 days of the grant end date</td>
<td>Brief comparison of actual accomplishments with the goals and objectives for the period, the findings of the investigator, or both. Reason why established goals were not met, if appropriate.</td>
<td>Grant Administrative PI</td>
</tr>
<tr>
<td>Financial</td>
<td>Within 90 days of the grant end date</td>
<td>A single report must be submitted for each grant. Even if no costs were incurred on the grant, a zero expenditure final financial report is required.</td>
<td>Authorizing or Certifying Official *</td>
</tr>
<tr>
<td>Equipment</td>
<td>Within 90 days of the grant end date</td>
<td>List of equipment and cost.</td>
<td>Grant Administrative PI or appropriate Administrative Personnel</td>
</tr>
<tr>
<td>New Technology</td>
<td>Within 90 days of the grant end date</td>
<td>The development of new technology resulting from HST research.</td>
<td>Grant Administrative PI or appropriate Administrative Personnel</td>
</tr>
</tbody>
</table>

* The grantee is required to meet the certifications stated in 2 CFR 200.415

## C. 2 CFR 200.415 - Required Certification

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

## D. Patent Rights

The disposition of rights to inventions made in the performance of work under this grant will be made in accordance with the provisions of 37 CFR 401.3(a) and NASA's implementing regulations. The provisions (clause), entitled "Patent Rights" is set forth in
2 CFR 1800.908, and is hereby made applicable to this grant. The grantee shall include an appropriate patent rights provision in accordance with paragraph (g)(1) in all subcontracts. All disclosures of subject inventions, election of rights, utilization reports, and other reports and information required by the aforementioned "Patent Rights" clause shall be submitted to the Grants Administration Office.
Payments to grantee institutions are made on a cost reimbursement basis upon the submission of Interim or Final Financial Reports through the STGMS.

The incremental funding schedule limits the use and payment of funds prior to the scheduled release date. If work on the project is progressing such that the amount of funds available is insufficient, contact STScI Grants Administration to request an early release of incremental funding.

Payments for STScI grants are not sent outside of the United States. Any U.S. institution located in a foreign country must establish a bank account with a U.S. financial institution to which all grant payments will be sent.

A. **Advance Payments**

Funds may be advanced for anticipated expenditures of STScI project costs. Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the grantee to perform the work of the approved program.

If advance payments are not used within ninety (90) days, the funds must be returned to STScI.

B. **Interest**

Advance payments of grant funds must be maintained in an interest-bearing account and interest earned shall be reported annually.

1. Interest up to $500 per year, per grant, may be retained by the grantee for administrative expenses.

2. Interest in excess of $500 per year, shall be remitted to STScI annually.

3. Any remittance shall be made payable to STScI, note the reason as "Interest earned" and identify the grant on which the interest was earned.

4. STGMS shall be used to report interest earned. Contact the Grants Administration Office (gms_mail@stsci.edu) for instructions.

5. The grantee may not reduce the amount of a requested payment by the amount of interest earned.
Section 26 - Foreign Agreement Letters to Non-U.S. Institutions

STScI is required by NASA to send Foreign Agreement Letters to Directors and investigators at non-U.S. institutions that have GO/AR investigators listed on HST Programs.

NASA requires acceptance of the agreement of Financial Arrangements, Data Rights, and Liability for activity connected with the use of the Hubble Space Telescope. The letter must be signed by the institutional Authorizing Official (e.g. Director, President, Chancellor, Vice-Chancellor, Dean, Department Head, or Legal Office) and returned to STScI. Failure to return the properly executed agreement may result in the restriction of HST data to the applicable non-U.S. investigator during the proprietary period.

This agreement is required by the Director of NASA International Affairs and may not be revised in any way. Requests for revisions to the language will be denied. There are no exceptions.

Although the Acceptance of Data Rights (concerning the proprietary period during which data can be accessed) does not pertain to AR programs, the non-U.S. institution must accept the terms of the Financial Arrangements (potential costs incurred on their part) and Liability.

Helpful Tip:

Foreign Agreement Letter FAQs can be found on the STScI Grants Administration website:

http://www.stsci.edu/institute/grants

It is the responsibility of all investigators to maintain current addresses and affiliation information in ProPer (Proposal/Person Application):

https://profile.stsci.edu

No action is required by U.S. investigators with regard to these letters.
STScI is operated by the Association of Universities for Research in Astronomy, Inc., (AURA), for the National Aeronautics and Space Administration (NASA) under Contract NAS5-26555.

NASA provides funds to STScI to directly support research of the Hubble Space Telescope (HST). STScI’s prime source of funding is a contract and there is no CFDA (Catalog of Federal Domestic Assistance) number associated with STScI grant funds.
Section 28 - Grantee Liability and Insurance

A. Liability

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

B. Insurance

The grantee institution shall provide and maintain during the term of any awarded grant, appropriate insurance, including but not limited to Workers Compensation, Automobile Liability, and Comprehensive General Liability, on its behalf and on behalf of its employees, agents, and representatives. Evidence of such insurance shall be provided to STScI upon request.
If a recipient materially fails to comply with the terms and conditions of an award, whether stated in a federal statute, regulation, assurance, application, or notice of award, STScI may, in addition to imposing any of the special conditions in Section 8 of this GGP, take one or more of the following actions, as appropriate in the circumstances.

A. Temporarily withhold cash payments pending correction of the deficiency by the recipient or more severe enforcement action by NASA.

B. Disallow all or part of the cost of the activity or action not in compliance.

C. Wholly or partly suspend or terminate the current award.

D. Withhold further awards.

E. Take other remedies that may be legally available.
A. **Definitions**

1. The "termination" of a grant means the ending of an STScI award, in whole or in part, at any time prior to the date of completion.

2. The "suspension" of a grant is an action by STScI that temporarily suspends an award pending corrective action by the recipient or pending a decision to terminate the grant by STScI.

B. **Termination for Convenience**

1. STScI may terminate a grant in whole or in part at its discretion, or when it determines after consultation with the grantee, that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

2. The termination conditions, including the effective date, and in the case of a partial termination, the portion to be terminated, shall be by mutual agreement to the extent possible.

3. The grantee shall not incur new obligations for the terminated portion of the grant after the effective date, and shall cancel as many outstanding obligations as possible.

4. STScI will allow full credit to the grantee for non-cancelable obligations properly incurred prior to the termination.

C. **Termination for Cause**

1. When a grant recipient fails to comply with the terms and conditions of a grant, STScI may upon reasonable notice to the grantee, suspend the grant in whole or in part and withhold further payments or prohibit the grantee from incurring additional obligations of funds pending corrective action by the grantee or a final decision by STScI to terminate the grant.

2. STScI will allow necessary and proper costs that the grantee could not reasonably avoid during the period of suspension provided the costs are in accordance with the terms and conditions of the Grant Award or Amendment Documents and these General Grant Provisions.
3. STScI reserves the right to recover grant funds that were unexpended or were spent out of compliance with the terms and conditions of a grant.

4. The retention of payments by the grantee or recovery by STScI under a grant terminated for cause shall be determined in accordance with legal rights and liabilities of the parties.

D. Termination by the Grantee

1. The grantee may terminate a grant by sending written notification to STScI setting forth the reasons for such termination, the effective date, and, in case of partial termination, the portion to be terminated.

2. If STScI determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made, it may terminate the grant in its entirety under either paragraph B or C, above.
Reference the current Cycle’s Call for Proposals for detailed information regarding Proprietary Periods and Data Rights.

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

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

A. Except for images and animations produced under this Grant for which copyright shall not be asserted and except if otherwise provided in the terms and conditions of the Grant Award Document, the author or recipient grantee is free to assert its copyright in any books, publications, or other copyrightable materials developed as a result of the analysis of HST data.

B. The recipient grants to STScI and the federal government, a royalty-free, nonexclusive and irrevocable license to use, reproduce, distribute (including distribution by transmission) to the public, perform publicly, prepare derivative works, and display publicly, data in whole or in part and in any manner for STScI and federal purposes and to have or permit others to do so for STScI and federal purposes only. STScI and federal purposes include competitive procurement but do not include the right to have or permit others to use data for commercial purposes.

C. In order that the federal government may exercise its license rights in data, STScI and the federal government, upon request to the recipient, shall have the right to review and/or obtain delivery of data resulting from the performance of work under this grant, and authorize others to receive data to use for STScI and federal purposes.

D. In addition, the following sentence shall be placed on any images or animations before distribution with the appropriate acknowledgement filled in:

“No copyright is claimed in this work and is considered in the public domain. However, any use of this work should acknowledge (PI Name) as its creator(s) and NASA’s support under the Hubble Space Telescope Project.”
E. As a courtesy, any release of a NASA photograph or illustration should list NASA first on the credit line followed by the name of the Principal Investigator’s institution. An example follows:

“Photograph or illustration, figure, etc., courtesy of NASA or NASA Center managing the mission or program, and the name of the Principal Investigator’s institution.”
Section 33 - Publications

A. It is expected that the results of HST observations and Archival Research will be published in scientific literature. All refereed publications based on HST observations must carry the following footnote (with the first phrase in brackets included in the case of Archival Research):

“Based on observations with the NASA/ESA Hubble Space Telescope obtained [from the Data Archive] at the Space Telescope Science Institute, which is operated by the Associations of Universities for Research in Astronomy, Incorporated, under NASA contract NAS5-26555. These observations are associated with program # (STScI Program Number).”

B. Publications of research supported by an STScI grant must carry the following additional acknowledgment:

“Support for program # (STScI Program Number) was provided by NASA through a grant from the Space Telescope Science Institute, which is operated by the Associations of Universities for Research in Astronomy, Incorporated, under NASA contract NAS5-26555.”

C. Because of the importance of maintaining the accuracy and completeness of the HST bibliography, a link to an electronic version of each preprint of publications based on HST research should be sent via email to the following:

Chief Institute Librarian
Space Telescope Science Institute
3700 San Martin Drive
Baltimore, MD 21218, USA
library@stsci.edu

This requirement includes both refereed and non-refereed publications, but not abstracts or poster papers. As soon as they are received, the links are entered into the publicly available HST bibliography.
Section 34 - Grant Closeout and Retention of Records

A. Closeout

1. Grantee shall submit, within ninety (90) days of the end of the grant period, a final financial report, a final performance report, a final inventory/equipment report, and a final new technology report via the STGMS. As stated elsewhere in these Provisions, negative reports are required.

2. STScI GRA will review all reports and the grantee will be notified of their acceptance or if additional information is required.

3. A refund check for any balance of advanced unexpended funds must be returned with the final financial report.

B. Retention of Records

1. Financial records pertinent to a grant must be retained by the grantee for a period of at least three years from the date of submission of the final financial report with the following exceptions:
   a. If any litigation, claim, or audit is started before the expiration of the three year period, the records must be retained until all litigation, claims, or audit findings involving the records are resolved;
   b. If the purchase of non-expendable equipment is approved and title to the equipment is vested in the grantee, records for such items shall be retained for three years after its final disposition. Equipment purchased with grant funds shall not be transferred to a non U.S. Investigator.

2. The grantee may substitute microfilm copies in lieu of original records.

C. Later Disallowances and Adjustments

1. The closeout of a grant does not affect:
   a. STScI's right to disallow costs and recover funds on the basis of a later audit or other review;
   b. The grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions.
A. The Director of the Space Telescope Science Institute, the Administrator of the National Aeronautics and Space Administration, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives shall have the right of access to any documents, papers, or other records of the grantee institution which are pertinent to the STScI award to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the grantee institution’s personnel for the purpose of interview and discussion related to such documents.

B. Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered an extraordinary and rare circumstance that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-federal entity and the federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the federal awarding agency or delegate.

C. Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-federal entities.
Budgets submitted to STScI or the acceptance of an STScI grant award by a proposing/grantee institution, signify that the Authorizing Official or Authorizing Official Representative of that institution certifies compliance with the STScI certifications and assurances listed at the end of this section and with the following regulatory certifications, assurances, and representations (full text in Appendix A of these General Grant Provisions):

- Civil Rights
- Lobbying
- Debarment, Suspension, and Other Responsibility Matters
- Tax Compliance
- Corporate Felony Convictions
- Unpaid Corporate Tax Liabilities
- Waste, Fraud, and Abuse
- Mandatory Disclosures
- Clean Air – Water Pollution Control Acts

Willful provision of false information in a budget or its supporting documents, or in reports required under an ensuing award, is a criminal offense (U.S. Code, Title 18, Section 1001).

**In addition, STScI requires additional certifications and assurances as follows:**

- **Certification That Only U.S. Investigators Will Receive Funding**

  The grantee certifies that STScI funds will be used to support only U.S. citizens residing in the United States, or abroad if salary is being paid by a U.S. institution, and U.S. permanent residents and foreign national investigators working in and funded by U.S. institutions in the U.S.

- **Certification Concerning Federal Employees**

  The grantee certifies that the costs associated with the work of federal employee(s) on a project are not available through their federal agencies.
### STScI Prior Approval Requirements

<table>
<thead>
<tr>
<th>Project Requirements</th>
<th>Prior Approval Required?</th>
<th>Ref. GGP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change in scope of work</td>
<td>Yes</td>
<td>Sec. 18</td>
</tr>
<tr>
<td>Absence or change of PI</td>
<td>Yes</td>
<td>Sec. 19</td>
</tr>
<tr>
<td>No-cost extension</td>
<td>Yes</td>
<td>Sec. 22</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost-related Requirements</th>
<th>Prior Approval Required?</th>
<th>Ref. GGP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment not in approved budget</td>
<td>Yes</td>
<td>Sec. 10</td>
</tr>
<tr>
<td>Pre-award costs</td>
<td>No</td>
<td>Sec. 11</td>
</tr>
<tr>
<td>Early Release of Incremental Funding</td>
<td>Yes</td>
<td>Sec. 16</td>
</tr>
<tr>
<td>Preparatory Funding</td>
<td>Yes</td>
<td>Sec. 16</td>
</tr>
<tr>
<td>Rebudget between cost categories</td>
<td>Yes (when the cumulative amount is more than $25,000 or 25% of the total project budget, whichever is less.)</td>
<td>Sec. 18</td>
</tr>
<tr>
<td>Transfer of substantive project effort to a third party</td>
<td>Yes</td>
<td>Sec. 18</td>
</tr>
<tr>
<td>Funds transfer</td>
<td>Yes</td>
<td>Sec. 21</td>
</tr>
<tr>
<td>Need for additional funding</td>
<td>Yes</td>
<td>Sec. 23</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property-related Requirements</th>
<th>Prior Approval Required?</th>
<th>Ref. GGP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title to equipment with a per unit value of more than $5,000 at the end of a project</td>
<td>With the exception of for-profit institutions, title vests with the grant recipient institution.</td>
<td>Sec. 10</td>
</tr>
</tbody>
</table>
Section 38 - Contacts and Links

➢ STScI Grants Administration & Resources:
  http://www.stsci.edu/institute/grants
  • General Grant Provisions
  • Hubble Fellowship Policy & Budget Information
  • Foreign Agreement Letter FAQs
  • Budget Proposal Guidelines
  • PI Notification Letter FAQs

➢ Space Telescope Grants Management System (STGMS)
  https://stgms.stsci.edu/stgms/

  Phone: (410) 338-4200
  Email: gms_mail@stsci.edu

➢ STScI Office of Public Outreach
  Phone: (410) 338-4444

➢ Proposal/Person Application
  https://profile.stsci.edu

➢ HST Call for Proposals
  http://www.stsci.edu/hst

  http://www.stsci.edu/hst/proposing/documents/cp/cp_cover.html

This version (May 2016) supersedes STScI General Grant Provisions 8/06 and all prior versions.
APPENDIX A
CERTIFICATIONS, ASSURANCES, AND REPRESENTATIONS

A. Assurance of Compliance: Nondiscrimination in Federally Assisted Programs (Civil Rights)

• “The Organization, corporation, firm, or other organization on whose behalf this assurance is made, hereinafter called "Applicant,"

• “HEREBY acknowledges and agrees that it must comply (and require any subgrantees, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

• Title VI of the Civil Rights Act of 1964, as amended, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by NASA Title VI regulations, 14 C.F.R. Part 1250.

• As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, the Applicant must take reasonable steps to ensure that LEP persons have meaningful access to its programs in accordance with NASA Title VI LEP Guidance to Grant Recipients (68 Fed. Reg. 70039). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Applicant is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Assistance and information regarding LEP obligations may be found at http://www.lep.gov.

• Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) as implemented by NASA Title IX regulations, 14 C.F.R. Part 1253. If the Applicant is an educational institution:

• The Applicant is required to designate at least one employee to serve as its Title IX coordinator (14 C.F.R. § 1253.135(a)).
• The Applicant is required to notify all of its program beneficiaries of the name, office, address, and telephone number of the employee(s) designated to serve as the Title IX coordinators. (14 C.F.R. §1253.135(a)).

• The Applicant is required to publish internal grievance procedures to promptly and equitably resolve complaints alleging illegal discrimination in its programs or activities (14 C.F.R. §1253.135(b)).

• The Applicant is required to take specific steps to regularly and consistently notify program beneficiaries that The Applicant does not discriminate in the operation of its programs and activities. (14 C.F.R. §1253.140).

• Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits The Applicant from discriminating on the basis of disability (29 U.S.C. 794) as implemented by NASA Section 504 regulations, 14 C.F.R. Part 1251.

  a. The Applicant is required to designate at least one employee to serve as its Section 504 coordinator (14 C.F.R. §1251.106(a)).

  b. The Applicant is required to notify all its program beneficiaries of the name, office, address, and telephone number of the employee(s) designated to serve as the Section 504 coordinator (14 C.F.R. §1251.106(a)).

  c. The Applicant is required to publish internal grievance procedures to promptly and equitably resolve complaints alleging illegal discrimination in its programs or activities (14 C.F.R. §1251.106(b)).

  d. The Applicant is required to take specific steps to regularly and consistently notify program beneficiaries that the Applicant does not discriminate in the operation of its programs and activities. (14 C.F.R. §1251.107).

  e. The Age Discrimination Act of 1975, as amended, which prohibits the Applicant from discriminating on the basis of age (42 U.S.C. 6101 et seq.) as implemented by NASA Age Discrimination Act regulations, 14 C.F.R. Part 1252.

The Applicant also acknowledges and agrees that it must cooperate with any compliance review or complaint investigation conducted by NASA and comply (and require any subgrantees, contractors, successors, transferees, and assignees to comply) with applicable provisions governing NASA access to records, accounts, documents, information, facilities, and staff. The Applicant must keep such records and submit to the responsible NASA official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible NASA official or his designee may determine to be necessary to ascertain whether the Applicant has complied or is complying with relevant obligations and must immediately take any measure determined necessary to effectuate this agreement.
Applicant must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The United States shall have the right to seek judicial enforcement of these obligations. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign on behalf of the Applicant.”

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

B. Certification Regarding Lobbying

“No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

“If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

“The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

“This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000, and not more than $100,000 for each such failure.”
C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

“Pursuant to Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Parts 180 and 1880:

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.”

“(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.”

D. Certification of Tax Compliance: Section 523 of PL 113-235

For awards exceeding $5,000,000, proposer certifies it has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.
E. **Representation regarding corporate felony convictions: Section 745 of PL 113-235**

If a corporation, the prospective recipient represents that it has not been convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

F. **Representation regarding unpaid corporate tax liabilities: Section 744 of PL 113-235**

If a corporation, the prospective recipient represents that it has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; unless an agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

G. **Representation: Restrictions on reporting waste, fraud, and abuse: Section 743 of PL 113-235**

The prospective recipient represents that it does not and will not require employees or its contractors—who seek to report fraud, waste, or abuse—to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

H. **Mandatory Disclosures**

The grantee institution must disclose, in a timely manner, in writing to STScI all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant. Failure to make required disclosures can result in any of the remedies described in Section 31 - Remedies for noncompliance, including suspension or debarment. Reference 2 CFR 200.113.

I. **Clean Air – Water Pollution Control Acts**

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

1. Stipulates that any facility to be utilized thereunder is not listed on the EPA "List of Violating Facilities" as of the date of acceptance;

2. Agrees to comply with all requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857 et seq. as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq. as amended by Public Law 92-500) relating to inspection, monitoring, entry, reports and information and all other requirements specified in the aforementioned Sections, as well as all regulations and guidelines issued thereunder after award of and applicable to the grant; and

3. Agrees to include the criteria and requirements of this clause in every subgrant or subcontract hereunder in excess of $100,000 and to take such action as STScI may direct to enforce such criteria and requirements.

[End]