

## INTERIM POLICY ON THE ADMINISTRATION OF GRANT AND CONTRACT ACTIVITY

This document spells out policies, and organizational structures for grants and contracts. All procedures and actions shall conform to federal and state laws and regulations, CSU and university policies.<sup>1</sup> In the event that a given contract or grant contains terms and conditions that are not in conflict with but are more restrictive than those provided in the campus policy, the more restrictive terms and conditions of the grant or contract shall prevail.

Grant and contract activity provides significant benefit to California State University, Fresno (university) and furthers its educational mission by facilitating research, workshops, conferences, institutes and other projects that enrich the scholarly endeavors of faculty and students and enhance the services provided by the university. This policy sets directions to be followed so that the university or auxiliary maximizes the benefits of sponsored programs and supports faculty, students, and administrators in effectively securing and carrying out sponsored programs.

Since governmental regulations and CSU Executive Orders require careful review and approval of Grant and Contract activity, all project proposals and awards must be reviewed and approved in the manner hereinafter set forth. These procedures have been designed to facilitate the approval process and to encourage the efficient processing of extramural proposals.

### I. DEFINITIONS

- A. "Additional Employment" refers to any CSU employment that is in addition to the employee's primary appointment. Additional employment limitations are based on time-base, not salary.
- B. "Auxiliary" means an auxiliary organization as defined in CSU Executive Order No. 698 and centers or institutes affiliated with the university regardless of 501(c) 3 status.
- C. "Contract" means an agreement between the university or auxiliary and a sponsor to provide an economic benefit, generally in the form of services, for compensation. The agreement is binding and creates a *quid pro quo* relationship between the parties. Contract activity shall include research, public service, and educationally related project proposals and awards, whether solicited or unsolicited, which are either submitted to or received from federal, state, municipal, or county agencies; public or private corporations; and private foundations or individuals.
- D. "Cost sharing" (sometimes referred to as "match") is the portion of total project costs not borne by the sponsor agency. Cost sharing can be contributed by the sponsored program administrator and/or a third party. The costs must be allowable costs, and they must be documented cost sharing can be in the form of cash or in-kind. Cash cost sharing includes actual dollars to be spent by the sponsored program administrator (recipient/awardee) toward necessary grant/contract expenses. Inkind cost sharing includes non-cash labor/expenses (e.g. unrecovered partial salary buyout, unrecovered indirect costs, volunteered labor when integral to project completion, other items that can equate to a dollar amount using fair market value, etc..
- E. "CSU employment" means any employment compensated through the CSU payroll, regardless of funding source (e.g. general fund, extension, lottery, CSU employment reimbursed by an auxiliary or other source.) When determining additional employment, all CSU employment and all CSU foundation and other CSU auxiliary employment are considered together.
- F. "Grant" means a financial award to a recipient to carry out an approved project or activity. A grant generally anticipates no substantial programmatic involvement of the sponsor with the recipient during performance of the project or activity, but sponsors usually request an accounting

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<sup>1</sup> The primary document outlining CSU policies relating to grants and contracts is CSU Executive Order 890.

of the use of funds and of results of the project or activity. The university or auxiliary may commit resources or services as a condition of the grant. Grant activity shall include research, public service, and educationally related project proposals and awards, whether solicited or unsolicited, which are either submitted to or received from federal, state, municipal, or county agencies; public or private corporations; and private foundations or individuals.

- G. "Overload" refers to CSU additional employment of up to twenty-five percent of (25%) of a full-time position in excess of a full-time (100%) time-base. Overload limitations and calculations are based on workload or time-base, not salary.
- H. "Principal investigator" means the individual (whether referred to in the contract or grant as a principal investigator, project director or other similar term) designated by the university or auxiliary to be responsible for ensuring compliance with the academic, scientific, technical, financial and administrative aspects and for day-to-day management of the sponsored program. For a description of who may serve as a principal investigator at California State University, Fresno, please see Section V below.
- I. "Recipient" means the university or auxiliary awarded a contract or grant. The recipient is the university or auxiliary, as the case may be, even if a particular component is designated in the award document, and shall not be an individual, department or other constituent unit.
- J. "Sponsor" means the party paying for the services or other economic benefit under a contract or providing the financial award for a project or activity under a grant.
- K. "Sponsored program(s)" means all work performed under grants or contracts funded by non-CSU funding sources, including non-CSU funded contracts and grants that are subsequently subcontracted to another campus.
- L. "Sponsored program(s) administrator" means the entity (university or auxiliary) designated by the recipient to administer the sponsored program.
- M. "Sponsored program records" include, but are not limited to, accepted proposals and applications; contracts or grant agreements; program reports and data; correspondence; budgets and supporting financial documentation; supporting human resources documentation; and other records relating to receipt, review, award, evaluation, status and monitoring of the sponsored program.
- N. "Sponsored program work product" means any work created in the performance of a sponsored program. Unless the contract or grant states otherwise, sponsored program work product does not include journal articles, lectures, images, books or other works that are subject to copyright protection and have been created through independent academic effort and based on the findings of the sponsored program.<sup>2</sup>
- O. "University" means California State University, Fresno.

## II. **ADVISORY BOARD**

- A. An advisory board shall advise the Provost and Vice President for Academic Affairs (Provost) on policy and procedures related to grants, contracts and research including,

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<sup>2</sup> Provision 39.8 of the unit 3 CBA reads "This Memorandum of Understanding does not apply to, and therefore cannot supercede, ownership agreements defined in the context of any sponsored grants or contracts."

but not necessarily limited to: the annual budget for grants administration; policies on the recovery, use and distribution of indirect costs; reporting structure, and related matters.

- B. The board shall consist of
1. The Provost who shall be the chair
  2. Vice President for Administration,
  3. Dean of Graduate Studies,
  4. Two (2) academic deans selected by the Provost on the recommendation of the Council of Deans
  5. The university Controller,
  6. Four faculty members active <sup>3</sup> as principal investigators or project directors of grants or contracts recommended by Academic Senate and selected by the President
  7. Associate Vice President for Grants and Research (non-voting),
  8. Executive director of Auxiliary Services (non-voting),
  9. A community representative selected by the President, and
  10. A student representative selected by the President.
- C. The Provost shall convene the board at least twice annually.

### III. RESPONSIBILITY FOR THE ADMINISTRATION OF GRANTS AND CONTRACTS

- A. The Associate Vice President for Grants and Research has been delegated responsibility for grant, contract and sponsored program activity as described in CSU Executive Order 890. The Associate Vice President for Grants and research serves as the President's designee in Section IV, below.
- B. The responsibilities of the Associate Vice President for Grants and Research include but are not limited to:
1. Review and final approval of submission of proposals or requests for funding of research or other special educational projects to sponsoring federal or state agencies, public or private corporations, private foundations or individuals. This includes the overall fiscal, personnel, logistical, facility maintenance, and technological aspects of the grant or contract.
  2. Review and final approval for the overall fiscal, personnel, logistical, facility maintenance, and technological aspects of the grant or contract once it is approved by the sponsor in consultation with the chief financial officer or designee.
  3. Coordinating the routing of proposals to assist the principal investigator in complying with applicable CSU and campus policies prior to the proposal being submitted to the sponsoring organization;
  4. Advising the academic community of grant and contract opportunities;
  5. Assisting interested individuals in the development of grant and contract proposals including but not limited to planning and delivering workshops, editing of the proposal narrative, the preparation of the proposed budget, the completion of required agency forms, and otherwise assisting applicants to complete and submit grant and contract proposals in a timely manner.
  6. Serving as the liaison with sponsors to provide assurances such as drug-free workplace, lobbying, vendor debarment, equal opportunity, and other related documents required by sponsors following award
  7. Designating either the university or an eligible auxiliary to administer the contract or grant.

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<sup>3</sup> "Active" refers to individuals who have a record of ongoing grant and contract activity.

8. Approving certification of project budgets and budget change review procedures before an account is established or amended;
  9. Providing general oversight for the conduct of sponsored research and, in concert with the campus chief financial officer or designee of the recipient organization, providing specific oversight and monitoring, and review of all project activities, budgets, personnel assignments, and expenditures to ensure that progress is being made toward the fulfillment of the grant or contract requirements by the principal investigator.
  10. Discussing the scope of all audits of grants and contracts with the campus chief financial officer or designee prior to the commencing of an audit, and reviewing all audit findings
- C. The responsibilities of the chief financial officer of the recipient organization, working in concert with the associate vice president for grants and research, include but are not limited to:
1. Providing the timely establishment of accounts in accordance with the terms and conditions of the grant or contract,
  2. Providing contractual, procurement, and fiscal services including disbursement, billing and reporting;
  3. Ensuring that all fiscal reports (including final reports) and billings are prepared and submitted, on a timely basis, to sponsors in accordance with the terms and conditions of the grant or contract,
  4. Scheduling and overseeing audits of grants and contracts, including discussions with the internal and external auditors on the scopes of the audits, as well as reviewing all audit findings.
  5. Training for principal investigators on managing budgets, handling personnel, and reviewing the scope of work involved with the activity,
  6. Providing web access for clearly described procedures and forms.

#### **IV. SUBMISSION AND APPROVAL OF GRANTS AND CONTRACTS**

- A. Proposals for sponsored programs shall not be submitted to the sponsor without prior written approval of the President or designee<sup>4</sup> and of the chief financial officer of the university or designee.
- B. All proposals and applications for grants or contracts shall specify the recipient of the grant or contract as the university or auxiliary and not an individual, department, or other constituent unit.
- C. Prior to submitting a grant or contract, the principal investigator, with the assistance of the University Grants and Research Office, shall be responsible for insuring for the written approval by appropriate officials of the university and/or auxiliary responsible for the following areas, as appropriate
  1. health and safety;
  2. human subject research; ;<sup>5</sup>

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<sup>4</sup> See Section III above

<sup>5</sup> For the campus policy on human subjects see APM 516.

3. animal subject research; ;<sup>6</sup>
  4. space;
  5. major technical resources and equipment; and
  6. risk management.
- D. Awards of contracts or grants shall not be accepted without prior written approval by appropriate officials of the university and/or auxiliary responsible for the following areas, as appropriate:
1. academic / programmatic;
  2. fiscal,
  3. health and safety;
  4. human animal subject research
  5. animal subject research
  6. space;
  7. major technical resources and equipment; and
  8. risk management.
- E. Grant and contract proposals shall be submitted under cover of a Project Information Form (PIF) by the principal investigator to the department chair, or organizational unit director for initial review. The department chair or organization unit director shall then forward their recommendation and the signed PIF to the college/school dean or comparable organizational unit administrator. The signature of the department chair or organization unit director on the PIF certifies that
1. the project falls under the mission of the department or unit
  2. that any proposed assigned time out of the department or unit allocation or out of grant funds is recommended if requested; and that all personnel proposed to be released from the department or unit can be released without materially interfering with the instructional or administrative programs of the university,
  3. that any cost-sharing requiring the participation of the department or unit is approved
  4. that any requested department or unit resources such as supplies and/or equipment will be provided during the time of the grant or contract
  5. that the proposal is consistent with all policies and procedures within the department or unit
  6. the proposed cost-sharing requirements requiring participation of the department or administrative unit is approved.
- F. The college/school dean or comparable organizational unit administrator shall review the proposal and make a recommendation prior to being forwarded for final review by the University Grants and Research Office. The signature of the dean or comparable organizational unit administrator on the PIF certifies that
1. the project falls under the mission of the college/school or administrative unit
  2. that any proposed assigned time out of the college/school or administrative unit allocation or out of grant funds is recommended if requested; and that all personnel proposed to be released from the department or unit can be released without materially interfering with the instructional or administrative programs of the university,

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<sup>6</sup> For the campus policy on animal research see APM 525.

3. that any cost-sharing requiring the participation of the college/school or administrative unit is approved
  4. that any requested college/school or administrative unit resources such as supplies and/or equipment will be provided during the time of the grant or contract
  5. that the proposal is consistent with all policies and procedures within the college/school or administrative unit
  6. the proposed cost-sharing requirements requiring participation of the college/school or administrative unit is approved
  7. the proposed budget is approved.
- G. Final university endorsement requires the review and approval of the proposal by the Provost and Vice President for Academic Affairs or designee, The Associate Vice President for Grants and Research, and either ~~or~~ the executive director of the auxiliary as designated by the president where an auxiliary is to be the recipient of funds or campus chief financial officer where the university is to be the recipient of funds, or their designees. These officials will review the proposal in accordance with their assigned administrative responsibilities.
- H. Review and approval by the Provost and Vice President for Academic Affairs will include but is not necessarily limited to proposal quality, academic and personnel policies, procedures, mission of the university, space, facilities, equipment, cost sharing or diversion of funds normally budgeted for the academic programs of the university.
- I. Review and approval by the foundation general manager or chief financial officer or designee will be consistent with their administrative responsibilities in effecting the fiscal policies of the university and/or its foundation and will be consistent with CSU Executive Order 890.
- J. The final signature of the Provost and Vice President for Academic Affairs certifies that the proposal is (a) complete and (b) conforms to sponsor and university policies and requirements.
- K. All amendments to a grant or contract shall be approved by the authorizing official as designated on the award.

## **V. ACCEPTANCE OF AWARDS**

- A. Prior to acceptance, The Associate Vice President for Grants and Research shall designate either the university or an auxiliary to administer the contract or grant. This entity shall be the sponsored program administrator. The sponsored program administrator is legally responsible and accountable to the sponsor for the use of the funds provided and the performance of the sponsored program.
- B. All grant and contract financial negotiations must have final approval of the executive director of the auxiliary as designated by the president where an auxiliary is to be the recipient of funds, or the campus chief financial officer where the university is to be the recipient of funds. Acceptance can only be done by the University or a designated auxiliary organization and not by the Principal Investigator.
- C. The University Grant and Research Office, in collaboration with the principal investigator involved, shall be responsible for negotiating any terms and conditions that differ substantially from those initially proposed. The University Grants and Research Office will keep all units affected fully informed in these negotiations. Emphasis shall be given to recover all costs, both direct and indirect, for each grant and contract.
- D. All grants and contracts, upon offer of award and subsequent to final financial negotiations and approval, are to be accepted in the name of the University or its designated auxiliary

organization only by the President or designee, the Associate Vice President for Grants and Research.

- E. Upon acceptance of an award by the university and the organizational unit which is to financially administer the award, the recipient shall contact individuals and organizational units affected by the award.

## **VI. PRINCIPAL INVESTIGATOR**

### **A. QUALIFICATIONS**

Normally, individuals who serve as "principal investigators" shall be full-time faculty, MPP (management personnel plan) or staff employees at California State University, Fresno who are responsible for a funded project. Faculty participants in the Faculty Early Retirement Program (FERP) may apply for or serve as sole principal investigators on grants only where the grant can be accomplished during the period of active employment under FERP.

Other individuals shall seek authorization from the Associate Vice President for Grants and Research. Such individuals shall not receive an appointment to a faculty classification.

### **B. RESPONSIBILITIES**

The responsibility for the successful completion of the grant belongs to the principal investigator. In general, the responsibilities of the principal investigator, beyond those that may be imposed by the sponsor, include but are not limited to:

1. Assuming overall responsibility for meeting the goals and objectives of the project;
2. Ensuring that all funds are spent appropriately;
3. Complying with federal, state and university laws and policies, especially those related to personnel, financial and administrative management of the grant or contract;
4. Preparing and submitting all reports meeting timelines.<sup>7</sup>
5. Maintaining a close working relationship with the manager assigned to manage the grant funds;
6. Maintaining an understanding of the procedures associated with financial transactions, budgetary changes, personnel management and revising the scope of the work..

### **C. REASSIGNMENT**

In the event that the principal investigator is incapacitated, resigns, fails or refuses to perform the normal and reasonable duties of the position or engages in unprofessional conduct<sup>8</sup> the Provost after consultation may relieve the individual of the grant or contract, terminate the agreement, assign it to another individual, or take other appropriate action.

### **D. DISTRIBUTION OF RESPONSIBILITIES AMONG PRINCIPAL INVESTIGATORS FOR MULTI-INSTITUTIONAL SPONSORED PROGRAMS**

<sup>7</sup> For records management, see Section IX of this policy.

<sup>8</sup> See Section VII C, D, E, and F.

Some grant and contract activities require the participation of more than one institution. In such cases, the responsibilities of all participating institutions and principle investigators shall be defined in written agreements signed by the institutions' respective authorized agents. Representative examples of acceptable agreement instruments include subcontracts, memorandums of understanding and joint powers agreements. All such agreements shall stipulate that all parties adhere to appropriate institutional policies governing grant and contract administration.

## **VII. IMPLEMENTATION OF GRANTS AND CONTRACTS**

### **A. EMPLOYMENT**

1. The university is the employer of the principal investigator and other employees with regard to work performed in furtherance of each sponsored program.
2. The university is responsible for the assignment, evaluation, and termination of sponsored program employees and for other employer obligations associated with the performance and payment under the sponsored program, all in accordance with campus policy for the administration of contracts and grants. This applies regardless of whether the employee is being paid directly by the university or auxiliary or whether the university is being reimbursed by the auxiliary for agreeing to reassign an employee from selected university duties in order to work on the contract or grant.
3. All employees working on grants and contracts are subject to all university policies.
4. Principal investigators, consultants, or project staff members shall not be hired on any project until the terms and conditions of employment, particularly salary, have been computed, agreed to, and confirmed in writing between individuals and the University administration or a designated auxiliary organization which is the contracting agency.
5. All recruitment and appointment activities shall adhere to CSU and campus policies and procedures.
6. Salaries and fringe benefits shall comply with the appropriate CSU unit bargaining agreement or, in the case of administrators or students, shall meet CSU policies and conform to the sponsor's guidelines.

### **B. ADDITIONAL EMPLOYMENT <sup>9</sup>**

#### **1. GENERAL**

- a. The salary rate for additional employment may be the same as the rate for the primary appointment; however, a different salary rate is permitted if appropriate for the work performed and if allowed by the funding source (e.g. private corporation or foundation contract).
- b. In the case of a federal grant or contract, the rate of pay for the additional employment must be the same as the CSU base rate of pay for the primary assignment.

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<sup>9</sup> See also the appropriate CBA, CSU Policy on Additional Employment HR 2002-05 and university Policy on Additional Employment.



- c. Additional employment appointments in excess of full time do not increase retirement credits or benefits payments.

## 2. FACULTY

- a. Article 36 of the Unit 3 Collective Bargaining Agreement limits CSU employment (i.e. employment compensated through the CSU payroll) to the equivalent of one full-time position in a primary or normal work assignment and for additional employment of up to twenty-five percent (25%) of a full-time position <sup>10</sup> if the additional employment:
  - i. consists of employment of a substantially different nature from the primary or normal work assignment; or
  - ii. is funded from non-general fund sources; or
  - iii. is the result of part-time employment on more than one campus.
- b. Consistent with CSU policy federal state and other applicable regulations, a faculty member paid 100% from federal grant funds may not work more than 100% time.
- c. In the case of a federal grant or contract, the rate of pay for the additional employment must be the same as the CSU base rate of pay for the primary assignment.
- d. When applying the limitations of the additional employment policy, the applicable time period for an employee in a twelve month assignment is a calendar year.
- e. When applying the limitations of the additional employment policy, the applicable period for ten-month <sup>11</sup> and academic year employees <sup>12</sup> is the campus' academic year.
- f. Additional employment and overload limits are calculated and applied independently during vacation, holiday periods or other academic breaks.
- g. Work on a grant or contract shall not interfere with satisfactory performance of all other responsibilities as a faculty member, especially classroom instruction.

## 3. OTHER EXEMPT EMPLOYEES <sup>13</sup>

Represented or non-represented employees, including those in the Management Personnel Plan, <sup>14</sup> who are in positions exempt from the overtime provisions of the Fair

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<sup>10</sup> Additional employment limitations are based on time-base, not salary.

<sup>11</sup> The only ten-month employees in Unit 3 are 10-month librarians.

<sup>12</sup> Unless assigned to a twelve month position, instructional faculty members are academic year or 9-month employees.

<sup>13</sup> These provisions apply to individuals, other than Unit 3 faculty, who are defined as exempt employees under terms of the federal Fair Labor Standards Act (FLSA) of 1938 as amended.

Labor Standards Act (FLSA) do not receive additional compensation for work considered part of their primary work assignments. However, an exempt employee may be assigned additional employment equivalent to twenty-five percent (25%) above a 1.00 full-time time-base if the additional assignment is unrelated to the primary work assignment.

#### 4. NON-EXEMPT EMPLOYEES

- a. Non-exempt employees are employees who are subject to the regulations of the Fair Labor Standards Act (FLSA), which requires payment of overtime at time and one-half the regular pay rate for hours worked over forty (40) in a workweek.
  - b. If an employee holds a non-exempt position and an exempt position, the employee must be considered non-exempt for pay purposes.
  - c. It is anticipated that additional employment for employees in non-exempt positions will be infrequent.
  - d. In the event the President or designee is considering the approval of an additional employment opportunity for a non-exempt employee, the following options are available:
    - i. exclude the non-exempt employee from the additional employment appointment; or
    - ii. reduce the time-base of the primary position so the primary and additional appointments in total do not exceed a 100% time-base; or
    - iii. pay the employee appropriate over-time in accordance with FLSA and the respective collective bargaining agreement or employment policy.<sup>15</sup>
5. The campus Payroll Services shall monitor additional employment in cooperation with the Office of State Controller in order to assure compliance with the limits established by the CSU Additional Employment Policy.

#### C. CONFLICT OF INTEREST

Principal investigators and employees of grants and contracts have a primary responsibility to avoid conflicts of interest. A conflict of interest exists if certain outside business, personal or other interest could adversely affect decision-making or judgments related to the performance of responsibilities in the administration of the grant. The test for determining a potential or actual conflict of interest includes not only whether there is a direct conflict of interest but also whether there is the appearance of a conflict. The mere appearance of a conflict of interest raises serious and legitimate concerns. Principal investigators and employees are responsible for conforming to the campus Policy on Conflict of Interest for Principal Investigators<sup>16</sup> and the campus Guidelines on Incompatible Activities and Conflicts of Interest.<sup>17</sup>

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<sup>14</sup> MPP's may only accept an overload upon the approval of the President or designee.

<sup>15</sup> Guidelines for paying overtime to non-exempt employees can be found in HR 2002-05.

<sup>16</sup> See APM 505

<sup>17</sup> See APM 345

**D. NEPOTISM**

No individual involved in grants or contracts may hire, cause to be hired, supervise, or make a financial decision and/or provide any other resources benefit to a close relative. 'Close relative' is defined herein as son, daughter, brother, sister, mother, father, spouse, domestic partner or significant other, step relative or in-laws.<sup>18</sup>

**E. MISCONDUCT**

1. All employees, involved in grant and contract work, are subject to the campus Policy on Scientific Misconduct.<sup>19</sup>
2. All employees shall be subject to appropriate sanctions for unprofessional behavior, failure or refusal to perform duties adequately, or other misconduct pursuant to the appropriate Collective Bargaining Agreement and/or university policies.

**F. FISCAL ADMINISTRATION**

1. It is the responsibility of the principal investigator to adhere to the fiscal terms and conditions of the contract or grant and to comply with university and auxiliary policies and procedures.
2. The principal investigator for a contract or grant shall be responsible for executing the project in conformance with the approved budget.
3. The principal investigator is responsible for ensuring that all expenditures are made in compliance with the approved budget, the contract or grant and policies of the sponsored program administrator.
4. Each accepted grant/contract must have an approved project budget that includes direct and indirect costs as well as cost-sharing costs, if applicable.<sup>20</sup> Changes in budget must go through sponsored program administrator approval processes, and when required sponsor approval if any of the following changes are made to the budget during the approval process and/or during the funded project period:
  - reduction/addition of funds by sponsor
  - change in scope of work;
  - change in proposed released time/overload pay for faculty/staff;
  - change in remuneration of personnel;
  - request for new equipment purchase.<sup>21</sup>
5. When there is a variance between any sponsor and guidelines of the sponsored program administrator, the more restrictive policy shall govern.

<sup>18</sup> Should there be a conflict due to relationships at the time the proposal is being developed, it shall be identified to the sponsored program administrator and resolved prior to the submission so that all parties are protected. See also the campus Policy on Faculty-Student Consensual Relations (APM 345).

<sup>19</sup> See APM 510

<sup>20</sup> Interim Policy on Indirect Cost Recoveries and Allocations, APM 503

<sup>21</sup> Consistent with federal guidelines.

6. All sponsor-required cost sharing must be accounted for and documented in the same detailed manner as sponsor-funded costs.
7. Travel and reimbursement for travel that is authorized and funded by a sponsored project shall follow travel policies and procedures of the sponsored program administrator.<sup>22</sup>
8. Disbursements shall not be processed on any account unless both parties have executed a contract or unless all approvals have been obtained and the grant has been accepted.
9. In cases when the sponsor allows the sponsored program administrator to incur pre-award costs, the sponsored program administrator will allow pre-award spending in accordance with the sponsor and guidelines of the sponsored program administrator.
10. All appropriate indirect and direct costs shall be recovered for sponsored programs in accordance with CSU and university policies and/or sponsor requirements.<sup>23</sup>
11. In some cases, the university may share or match costs associated with a Sponsored Program instead of recovering full or partial indirect and direct costs. When there is cost sharing or matching in connection with a Sponsored Program, the university, in conjunction with the Principal Investigator, shall document actual costs shared or matching contributions in a manner consistent with the campus cost allocation plans, sponsor requirements, and in the case of federal grants or contracts requirements as stated in OMB Circular A-110.
12. The appropriate chief financial officer or designee of the sponsored program administrator must authorize disbursement of payments involving personal expenditures by the principal investigator.
13. The appropriate chief financial officer of the sponsored program administrator must certify that funding is available prior to issuance of any personnel action forms.

### **VIII. FINAL REPORTS**

It is the responsibility of the principal investigator to complete all final reports within sixty (60) calendar days after the completion of the project period or within the time period specified by the sponsor. The principal investigator is responsible for the submission and approval of all necessary documentation to the sponsor in order for the sponsored program administrator to receive final payment of the contract. The sponsored program administrator will be responsible for preparing the fiscal reports.

### **IX. RECORDS RETENTION AND STORAGE**

- A. All necessary records and reports pertaining to a grant or contract shall be maintained by the Sponsored Program Administrator while the project is ongoing. Such records include, but are not limited to, the original proposal and proposed budget, the original Project Information

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<sup>22</sup> For the campus travel policy that applies to all faculty employees, see Policy on Professional Travel (APM 362).

<sup>23</sup> Interim Policy on Indirect Cost Recoveries and Allocations, APM 503

- Form, all grant award letters, signed contracts, memoranda of understanding, correspondence with funding agency, budget revisions and approvals, accounting information, personnel information, narrative and financial reports, and related documents. The Principal Investigator may keep duplicate copies and other materials in separate files as required to fulfill the PI's grant obligations in carrying out the sponsored program activities.
- B. A copy of all formal reports to the sponsoring agency by the PI shall be forwarded to the Sponsored Program Administrator at the time of submission to become a permanent record. Such reports shall be submitted in accordance with the sponsor's specifications and the policies and procedures of the Sponsored Program Administrator.<sup>24</sup>
  - C. On the completion of the project, all records and reports not already on file in the office of the Sponsored Program Administrator, including records of correspondence related to the grant or contract, shall be boxed by the principal investigator and turned over to the Sponsored Program Administrator for storage.
  - D. The Sponsored Program Administrator shall store the records for a time period in accordance with the sponsor's record retention requirements, if any, but for no less than five (5) years.
  - E. The sponsored program administrator shall comply with the sponsor's storage retention requirements.
  - F. Normally, at the end of the time period for storing records, the Sponsored Program Administrator shall dispose of the records by causing them to be shredded or burned.<sup>25</sup>

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Approved by the President as Interim Policy

June 29, 2004

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<sup>24</sup> The policies and procedures regarding record retention and storage for all sponsored administrators on the campus shall conform to the university policies for record storage and retention established by the university grants and research office.

<sup>25</sup> The sponsored program administrator may retain and preserve project records beyond the normal mandated retention period that are deemed to have historical value