

TDA-TIE BARD Auxiliary Program



Guidelines and Regulations for Grant Management, Reporting, Publications & Intellectual Property Rights

(updated June, 2008)

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Statement of Purpose

Pursuant to the Texas Agriculture Code, Chapter 45, the Texas Department of Agriculture's (TDA) Texas-Israel Exchange Fund (TIE) Board in cooperation with the Binational Agricultural Research and Development Fund (BARD) Board accept grant proposals for projects for the joint TDA-TIE/BARD Grant Program. The purpose of this grant program is to promote mission oriented, applied, collaborative agricultural research and development activities conducted jointly by scientists in Texas and Israel. Funded projects are expected to be of interest to the relevant agricultural industries and yield applicable results within 3 years and possible public-private partnerships. Benefits would result through developing solutions to mutual agricultural problems that will in turn foster the development of trade, mutual assistance, and business relations between Texas and Israel. The TIE and BARD Boards may award a total amount of up to \$1.5 million cooperatively, and with the required matching of the recipient institutions in Texas, this amount may be increased to \$3 million.

Eligibility.

Grant proposals, submitted jointly by at least one scientist in Texas and one in Israel, will be accepted from public or private non-profit research institutions. This includes institutions of higher education and governmental research entities.

Proposal Requirements.

Proposals may be prepared and submitted as one to three-year projects. Consecutive second and third years of funding of the initially awarded projects will be contingent upon an annual joint review and approval by TIE Board and BARD, of documentation of the achieved objectives through the timely submission of semi-annual, annual and final scientific reports, adherence to grant guidelines which include quarterly fiscal reports for the Texas institutions and annual fiscal reporting for the Israeli institutions, as well as upon the availability of funds.

Funding

Each project is limited to a maximum award of \$100,000 (\$50,000 from TIE and \$50,000 from BARD) per year, not to exceed a duration of three years and a maximum amount of \$300,000 (\$150,000 from TIE and \$150,000 from BARD) for the three-year period. The match requirement by the institution in Texas might double the matching funding by BARD of the Israeli collaborating institution. Thus, fully funded and matched projects might amount to a maximum budget of \$600,000 for a three-year project (\$150,000 from TIE, \$150,000 from the awarded Texan institution and \$300,000 from BARD).

Grants are awarded for a one-year period of time with any subsequent funding for multi-year projects contingent upon documentation of achieved objectives and adherence to grant guidelines, reporting requirements and the availability of funds.

Grant projects are limited to one-year of funding at any one time; however, a no-cost extension may be requested if properly justified in writing 30 days prior to the

termination of a project or the funding period. If approved, the extension shall not exceed one-year past the original agreement termination date.

Regulatory Agency Requirements

Proposals and grants must adhere to policies and regulations as established by the regulatory agencies of the country in which the research is to be conducted. *Exchange of GMO materials, exotic species and some biological materials between countries may require special authorization.* The signature of the Authorized Officer of the Research Authority indicates to TDA-TIE/BARD that these concerns have been met. PI/CoPI of funded projects will be asked to present to BARD and TDA the required authorizations prior to the initiation of funding.

General Compliance Information.

1. Any delegation by the Grantee to its counterpart or any subcontractor regarding any duties and responsibilities imposed by grant award shall not relieve the Grantee of its responsibilities to the TIE and BARD Boards for the performance thereof.
2. All grant awards are subject to the availability of appropriations and authorizations by the Texas Legislature and BARD Board of Directors and/or allocations by the Israeli Ministry of Finance.
3. While TDA-TIE/BARD attempts to observe the strictest confidence in handling the research proposals, neither can guarantee complete confidentiality on any matters that lie beyond its control. The confidentiality of recipient's "proprietary data" so designated shall be strictly observed to the extent permitted by appropriate Texas and Israeli laws, including the Texas Public Information Act, Chapter 552, Texas Government Code. There shall be no restriction on the publication of research results except when taking into consideration effects of prior publication on possible subsequent patent and TDA-TIE/BARD's license to use copyrighted material.
4. Awarded grant projects must remain in full compliance or be subject to termination.
5. Grant recipients must keep a separate bookkeeping account with a complete record of all expenditures relating to the research project. Keep records for three years after the completion of the research project or as otherwise agreed upon with TDA-TIE/BARD. TDA-TIE/BARD, and the Texas State Auditor's Office reserves the right to examine all books, documents, records and accounts relating to the research project at any time throughout the duration of the agreement and for three years immediately thereafter. If there has been any litigation, claim, negotiation, audit or other action started prior to the expiration of the three-year period involving the records, then the records must be retained until the completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. TDA-TIE/BARD and the Texas State Auditor's Office also reserves the right to inspect the research locations and to obtain from the research team full information regarding all project activities.

6. In any year in which a financial audit is conducted, a copy must be submitted to both the TIE and BARD Boards, including the audit transmittal letter, management letter, and any schedules in which the Grantee's funds are included.
7. In accordance with Texas Government Code Ann. § 783.007, grant awards to Texas institutions shall comply in all respects with the Uniform Grant Management Standards (UGMS). Upon grant award, Grantees will be provided a copy or it may be downloaded from the following website:

www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS012001.doc.

Reporting

The approval and implementation of a TIE/BARD research grant obligates the investigators and institutions involved to carry out periodic administrative reports. The following guidelines and regulations for the management of research grants provide the details of these reports.

Grant Agreements

Approved TIE/BARD projects will require two separate grant agreements - one between TIE and the recipient institution in Texas and one between BARD and the recipient institution in Israel. Both grant agreements will specify an identical start date, effective only after both grant agreements have been duly signed. A designated officer of each Principal investigator's affiliated institution will sign the research grant agreement between TIE or BARD and the institution. The Texas institutions who receive the TIE portion of the funds must also comply with the Uniform Grant Management Standards, Chapter 783, Texas Government Code.

Parties to the Agreement

Investigators:

Principal Investigator (PI) Texas: is that person whose name appears first on the cover page of the proposal among the scientists from Texas. The PI is mutually agreed upon by the cooperating scientists of the same country, if any, and is responsible for the submission of joint scientific reports, notification of changes in the work plan and maintaining contact with TIE/BARD.

Principal Investigator (PI) Israel: is that person whose name appears first on the cover page of the proposal among the scientists from Israel. The PI is mutually agreed upon by the cooperating scientists of the same country, if any, and is responsible for the submission of joint scientific reports, notification of changes in the work plan and maintaining contact with TIE/BARD.

Collaborating investigators: are all investigators, in either country, who are listed on the cover page and are not PIs.

Institutions:

Each participating institution accepts responsibility for supervision of that portion of the project to be carried out by its affiliated investigator(s).

Initiation of the Research Grant:

Following notification of the award and approval of any budget revision, a single start date of the project is determined by agreement between the institutions and TIE/BARD, in consultation with the investigators. The *start date* of the research grant is specified in the grant agreement. Payments may begin upon receipt of the signed agreement by both TIE and BARD, but not earlier than six weeks before the start date. The *duration* of the research grant is specified in the grant agreement.

Termination of the Research Grant:

The Executive Director of BARD and the Grants Coordinator of the TDA jointly notify all participants in writing upon termination of the research grant agreements. TIE/BARD can, by agreement, jointly cancel the research grant agreement for non-compliance with the regulations of the agreement or based on the availability of funding. Otherwise, termination of the project is dependent upon approval by TIE/BARD of the project's final scientific report and the final fiscal report of each funded institution, at which time the final payment is forwarded.

Additionally, the grant agreement may be terminated at any time by mutual consent. Any party to the grant agreements may terminate the grant agreement, without cause, upon thirty (30) days written notice via registered or certified mail, return receipt requested, to the other party. Early termination of the grant agreement shall not relieve the Grantee from the obligation of providing final narrative and budget reports regarding the expenditure of grant funds received prior to termination.

Grantee's failure to obtain and maintain applicable federal, state, and local licenses and permits shall constitute cause for immediate termination of this grant agreement, effective upon mailing of written notice of termination.

In the event of termination of the grant agreements, the Grantee shall be reimbursed for the work performed in accordance with the approved plan up to the date of termination. Expenses incurred beyond the date of termination shall not be reimbursed.

The final scientific report is to be prepared jointly by both PIs and presented to TIE/BARD. The report must include a summary of all the scientific activities of all the investigators in the project. The report is due within three months of the conclusion of the research grant. Title to equipment purchased with TIE/BARD funds vests in the institution wherein the research was conducted upon successful termination of the research grant.

The Research Grant

Approved Research Proposal:

The Research Proposal, as approved by TIE/BARD, becomes an integral part of the Research Grant Agreement as an attachment.

Adherence to the Original Work Plan:

Investigators are free to pursue interesting and important leads that arise in the progress of the research. When it appears that the originally approved research is no longer productive or that a related line of research is more promising, the investigator may modify the original direction of the research following consultation with TIE/BARD. Investigators must give written notice of substantial changes in the work plan. Describe the changes and explain their necessity. TIE/BARD reserves the right to disapprove such alterations in the original plan. Decisions will be made jointly between TIE and BARD.

Changes in Personnel:

TIE/BARD must approve, in writing, any changes in the team of investigators. Requests for a change in the research team must include the formal written confirmation by the new investigator to undertake the responsibilities assigned in the research project, a brief C.V., a list of recent relevant publications and the signature page signed by the new investigator and the affiliated institution's authorizing official.

Changes in Institutional Affiliation:

TIE/BARD will consider transfer of the grant to a new institution or to a new investigator within the original institution on an individual basis. Notify TIE/BARD immediately and in writing of any planned changes in affiliation so that appropriate measures may be taken to ensure continued operation of the project. Once notification of the intended changes has been made, neither the investigator nor the institution may make further use of the grant's funds until such time as the arrangement for transfer of institution or investigator has been agreed upon with TIE/BARD and a new agreement signed.

Temporary Absence of Investigator:

When a PI expects to be absent for a period longer than three months, he or she must notify TIE/BARD and, if unable to continue to supervise the project, must recommend a temporary replacement for TIE/BARD's approval. The suggested replacement must send TIE/BARD a brief C.V., a list of recent relevant publications and a written statement confirming his/her willingness to undertake the responsibilities assigned in the project.

Withdrawal of an Investigator:

If an investigator withdraws from a project, the affiliated institution may recommend a replacement candidate for TIE/BARD's approval. Candidates must provide a written confirmation of their acceptance of the terms of the research agreement and include a brief C.V. and list of recent relevant publications. TIE/BARD reserves the right to appoint a replacement investigator from a *different* institution and to transfer funds accordingly, in the event that a suitable investigator is not found in the original institution.

Addition of an Investigator:

Following initiation of the grant, the principal investigators may formally request the addition of investigators to the project. Any additional investigator must submit a written agreement to assume the responsibilities of the appointment, a brief C.V., a list of recent

relevant publications and a letter or signature page signed by the investigator and the institution's authorizing official for TIE/BARD's approval.

Fiscal Administration of the Grant

Grant recipients must keep a separate bookkeeping account with a complete record of all expenditures relating to the research project. Keep records for three years after the completion of the research project or as otherwise agreed upon with TIE/BARD. TDA-TIE/BARD, and the Texas State Auditor's Office reserves the right to examine all books, documents, records and accounts relating to the research project at any time throughout the duration of the agreement and for three years immediately thereafter. If there has been any litigation, claim, negotiation, audit or other action started prior to the expiration of the three-year period involving the records, then the records must be retained until the completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. TDA-TIE/BARD and the Texas State Auditor's Office also reserves the right to inspect the research locations and to obtain from the research team full information regarding all project activities.

Fiscal Reports:

Each funded institution is responsible for the preparation and timely submission to the relevant TIE/BARD office, of fiscal reports. Texas institutions must submit quarterly fiscal reports and include copies of all related invoices. Israeli institutions must submit annual fiscal reports. Failure to submit any of these reports on a timely basis delays the processing of payments. Please include all details requested in the form. Mail the original, signed report to the relevant TIE/BARD office.

Semi-annual Declaration:

(Israel only): stating that the research is being carried out according to the approved research plan. Submit the declaration six months after the beginning of each research year.

Schedule of Payments:

BARD will manage payments to Israeli institutions; TDA-TIE will manage payments to institutions in Texas.

Texas: Payments to Texas institutions will be on a reimbursement basis only and will require the submission of copies of all invoices for expenditures relevant to the grant project.

Israel: Payments are made to each funded Israeli institution in accordance with the Schedule of Payments (below). Continued payment, according to the Schedule, must be justified by reported expenditures in the annual fiscal reports.

First Year	Second Year	Third Year
First Payment	40% 30%	30%
Second Payment	30% 40%	30%
Third Payment	30% 30%	40%

The **first payment of the first grant year** is made following TIE/BARD's receipt of the signed research grant agreement, but not earlier than six weeks prior to the start date.

The **first payment of subsequent grant years** may be paid with the third payment of the preceding year, if justified by the reported expenditures.

The **second payment of each grant year** is made following TIE/BARD's receipt of the semi-annual declaration, which is due in the middle of each year.

The **third payment of each grant year** is made following receipt and the TIE/BARD approval of the annual scientific and fiscal reports.

The **final payment of the grant** is made following TIE/BARD's receipt and approval of the final scientific and the third or final fiscal reports.

Final Statement of Payments and Expenditures (Israel only): TIE/BARD issues a Final Statement of Payments and Expenditures, to each funded Israeli institution together with the final payment. The institution should review this final statement, sign and return the original to TIE/BARD.

Unused Budget Balances: Unused budget balances of a 2 or 3 year project at the end of each grant year are automatically transferred to the same budget item of the following year. Unused budget balances at the end of the project as well as unexpended advanced payments made to the recipient are returned to TDA or BARD, as relevant.

Budget Changes:

Israeli institutions requesting initial budget changes up to a total of \$5,000 do not require prior approval by BARD. Budget changes in foreign travel require prior approval of any change. Additional changes beyond the first \$5,000 require written requests.

Texas institutions requiring budget changes involving amounts exceeding a 10% cumulative total must seek prior approval from TDA-TIE.

In all cases, the investigator must submit a written (e-mail) request to TIE/BARD justifying the change. In some cases the affiliated institution(s) is also required to approve the request. Changes are approved without delay, if justified and within the framework of the approved budget and reported expenditures.

Scientific Administration of the Grant

Both PIs are jointly responsible for submitting the annual and final scientific reports to the TIE/BARD offices in Texas and Israel.

Semi –Annual and Annual Scientific Progress Reports (one copy to each TIE and BARD): These 2-5 page reports, should evaluate the work done on the project in *both* Texas and Israel during the previous period. Include the following items in the report:

- **Cover Page** signed by *both* principal investigators and both institutions' authorizing official.
- **Evaluation of the research achievements** as relates to the original research proposal and objectives.
- **Description of the cooperation**
- **Changes in direction** from that in the original proposal, if any.
- **List of publications** arising from the joint research
- **Report on any patents**

Final Scientific Report (3 copies + 1 electronic): A joint and comprehensive scientific report is to be submitted by the PIs within three months of the conclusion of the project to either the TIE or BARD office. TIE/BARD requires that the PIs prepare and submit a single joint final report. The final report, which undergoes peer review, is a presentation and assessment of the achievements of the project. It is used to establish accountability both within TIE/BARD and in its external relations and might influence future funding policy. Thus, it is important that the relevant information is presented in an accessible form that facilitates fair and comprehensive review.

Upon request, copies of TIE/BARD final scientific reports will be made available to the public from either the TDA or BARD offices.

In addition to the final report itself, whose requirements are outlined below, two reprints of each published paper resulting from the project research and not included in the appendix of the report, are to be forwarded to both the BARD and TDA offices, as they become available.

TIE/BARD should be acknowledged for support in published papers. Use the following format:

**This research was supported by Research Grant Award No. _____
From TDA-TIE/BARD, the Texas Department of Agriculture, Texas Israel
Exchange and the United States - Israel Binational Agricultural Research and
Development Fund (BARD).**

There are two sections to the Final Scientific Report:

Overall summary and statistics

Appendix

Overall summary and statistics

Cover Page Provide *all* requested information.

Abstract (one page maximum, single spaced), include:

- List the original objectives, as defined in the approved proposal, and any revisions made during the course of project
- Background to the topic
- Major conclusions, solutions, and achievements
- Implications, both scientific and agricultural

Achievements (three pages maximum, 1.5 spaced, font not smaller than 12), include:

- Significance of the main scientific achievements or innovations
- Agricultural and/or economic impacts of the research findings, if known
- Details of cooperation: whether and how project objectives were promoted as a result of the cooperation
- List of Publications: publications in reviewed journals should be included only if reporting on work at least partially supported by TDA-TIE/BARD and include an acknowledgement to TDA-TIE/BARD.

Appendix (technical information supporting the research findings): Provide a table of contents and include the following:

- Published papers
- One copy of each ‘in press’, ‘accepted’ or ‘submitted’ paper
- Unpublished data, briefly summarized.
- Other relevant material may be included (1.5 space, font not smaller than 12).

Patents and Intellectual Property Rights

TIE/BARD research outcomes must be accessible to the public. Nevertheless, the institution’s interest to protect intellectual property rights will be recognized.

The objective of TIE/BARD's patent policy is to ensure the protection of patentable findings resulting from research supported by the TIE/BARD fund and to promote their utilization and commercialization for the benefit of society.

Definitions: as used in this provision:

“**patent**” includes conventional patents, design patents, plant variety certificates and other equivalent forms of protection.

“**governmental purposes**” does not encompass the commercial manufacture, preparation, production, marketing, distribution or sale of goods or services within the scope of patent or patents in question.

“**recipient**” means institutions, grantees and any tier thereunder, or any transferee of recipient's rights in patents arising out of TIE/BARD funding.

“**invention**” means any invention or discovery, which is or may be patentable or otherwise protected by law.

“**made**” when used in relation to any invention, means the conception of first actual reduction to practice of such invention.

“**practical application**” means to manufacture in case of a composition or product, to practice in the case of process or method, or to operate in the case of a machine or system and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

Confidentiality: TIE/BARD attempts to observe the strictest confidence in handling the research proposals, but cannot guarantee complete confidentiality on any matters that lie beyond its control. The confidentiality of recipient's "proprietary data" so designated, shall be strictly observed to the extent permitted by appropriate Texas and Israeli laws. There shall be no restriction on the publication of research results except when taking into consideration effects of prior publication on possible subsequent patent and TIE/BARD's license to use copyrighted material. All documents that pertain to a project proposal, research grant, or agreement are subject to the Texas Publication Information Act, Chapter 552, Texas Government Code.

Patents: Recipient shall own, throughout the world, any invention made by its employees arising out of research supported by TIE/BARD funding. Ownership of any invention

made jointly by the employees of two or more recipients shall be determined in a manner consistent with the degree of contribution of each recipient, through negotiation of the parties. Ownership shall be transferable:

1. among recipients provided that the purpose of such transfer is to promote utilization and/or commercialization of said inventions and
2. to governments in order to meet overriding obligations of recipients toward third party governmental co-sponsors of research also supported by TIE/BARD.

The Governments of Texas and of Israel shall be entitled to and receive at least a non-exclusive, worldwide, royalty-free, irrevocable license to practice said invention for governmental purposes.

Recipient shall file for a patent on said invention within nine months of first actual reduction to practice. The filing of such a patent application shall be reported to TIE/BARD. The Governments of Texas and/or of Israel shall be assigned rights to any TIE/BARD funded invention in any country where recipient does not elect to file for a patent within the nine-month period.

Recipient shall use, to the greatest extent practicable, net profits from the use of said patent to support research and development activities.

Copyrights: The Governments of Texas and Israel shall be entitled to and receive non-exclusive, worldwide, royalty-free, irrevocable licenses to use, reproduce, display, distribute to third parties, perform or otherwise practice without restriction in whole or in part with funds received from TDA-TIE/BARD all material resulting from TDA-TIE/BARD funded activities, and copyrighted by recipients of TDA-TIE/BARD grants.

Recipients shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. It shall hold TDA-TIE/BARD harmless for, and to the extent permitted by the laws and Constitution of the State of Texas and the Country of Israel, defend and indemnify the Grantor against any claims for infringement related to its work under an awarded grant agreement.