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Washington**



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Collaborative Partners Initiative



**Strengthening  
Programs.  
Empowering  
Youth.**

May 2023

# **Best Practices for Award Administration & Compliance**

**May 2, 2023**


# Welcome and Introductions

Let's get to know one another

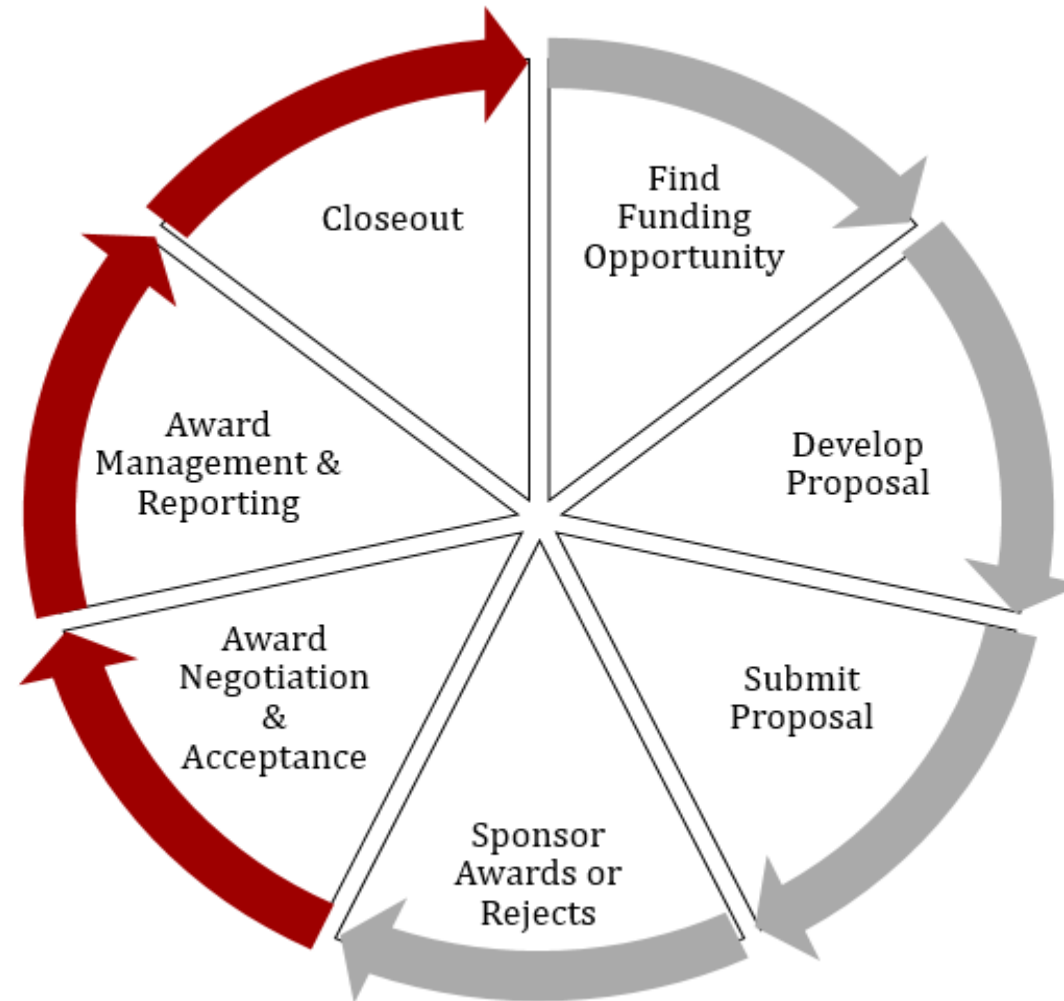
What is one thing you would like to learn  
today?



# Today's Agenda

- ▶ The Funding Cycle
  - ▶ Shaping the Grant Proposal
  - ▶ Award Management
  - ▶ Grant & Contract Compliance
  - ▶ Award Agreement/Contract Language
- 

# FUNDING CYCLE





# Shaping the Grant Proposal

When shaping the grant proposal, consider the following:

- Create alignment with what the sponsor wants to fund
- Does your organization have experience in this area?
- How many awards is the sponsor providing?
- Create an outline and templates before writing
- Write and rewrite the narrative
- Ensure the budget includes the costs you need to do the work
- Align the budget and timeline with the proposed work



The image features a vibrant blue background with a black diagonal stripe running from the top-left corner towards the bottom-right. Scattered across the blue area are numerous pieces of colorful confetti in shades of red, orange, yellow, green, and teal. The text "YOU'VE WON THE GRANT" is centered in the upper half of the image in a white, bold, sans-serif font.

**YOU'VE WON THE GRANT**



# YOU'VE WON THE GRANT...NOW WHAT?

- Review the award conditions
- Have a kick off meeting
- Are their other partners involved - are contracts needed?
- Ensure that charges to the grant benefit the award charged.





# Project Start Up



Kick Off Meeting



Review the Scope  
of Work and Budget



Review the Project  
Timeline



Outline the  
Reporting  
Deadlines



What are the Start-  
up Actions - Hiring,  
Training, etc.

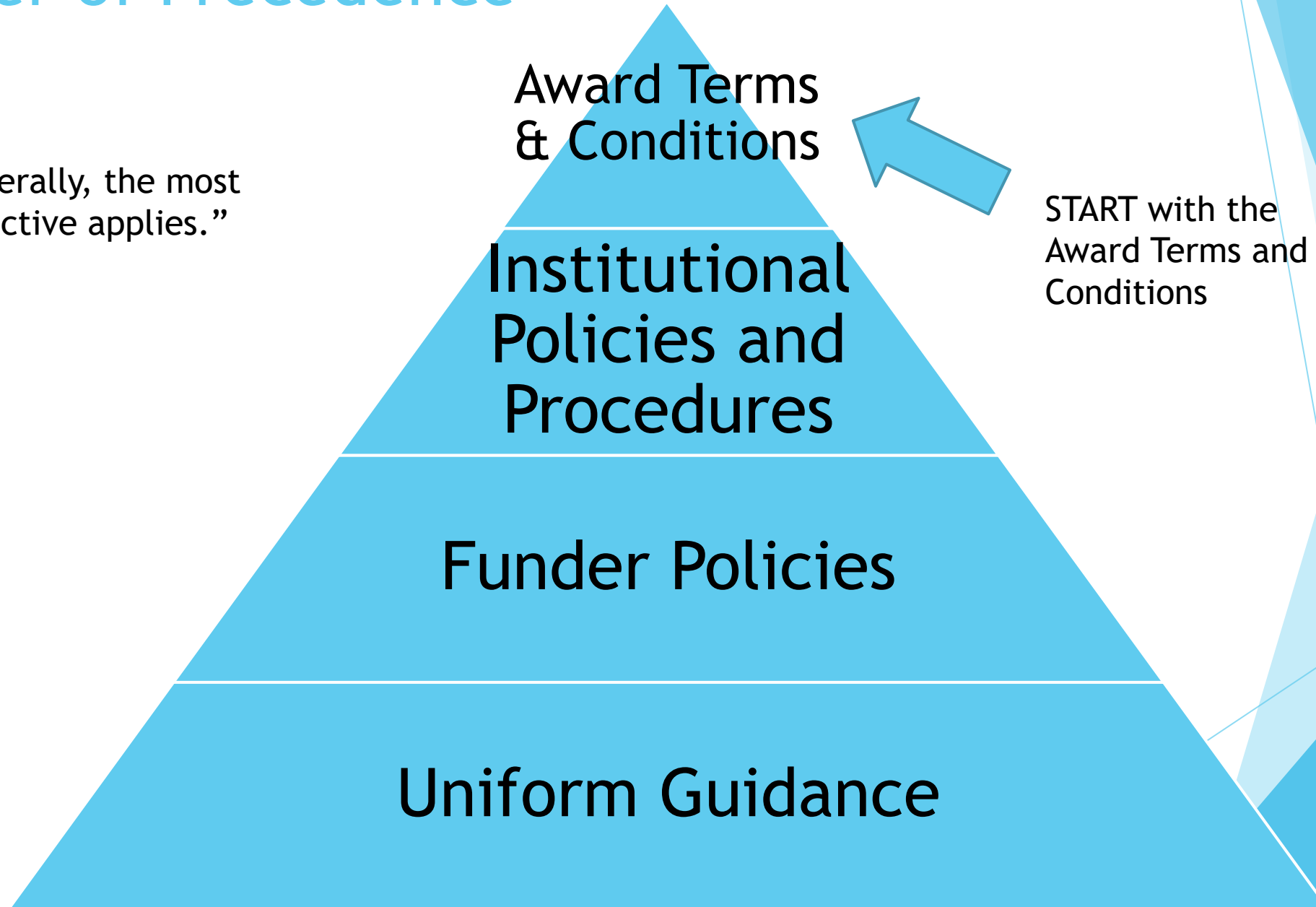


Set up a Project  
File



# Order of Precedence

“Generally, the most restrictive applies.”



START with the Award Terms and Conditions

# AWARD MANAGEMENT BASED ON AWARD TYPE



Gifts - A gift or contribution may be received from a funder or direct donor. These funds are typically non-restrictive. It's good practice to acknowledge the funder or donor and cultivate this relationship.




Grants - A grant (also referred to as a sponsored award) is the transfer of money or services to a grantee/award recipient). Managing grants requires adhering to the specified terms in the award agreement.



Contracts - A contract is related to the acquisition of goods or services. A binding agreement is entered between the sponsor and the recipient organization.

# AWARD MANAGEMENT BEST PRACTICES

Award management, also referred to as post award management includes compliance with institutional and Funders policies and procedures in accomplishing the statement of work within the awarded budget.



Sound management of all funded awards is critical in maintaining trust with the Funder, the population served, and financial performance of the award.



Simple rule to remember when charging any cost to the grant!

- IS THE PURCHASE NECESSARY, REASONABLE AND ALLOWABLE? (refer to the proposed budget)

# Project Costs: Think necessary, reasonable and allowable

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What are unallowable costs?

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What qualifies as a direct project cost?

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What are administrative costs

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What are indirect costs

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When is a cost considered allowable?



# The Budget - things to consider

- ▶ Budgets should be setup based on the award document/contract
- ▶ Rebudgeting (Budget Amendment) is funder (prior) approval required?
- ▶ Institutional policy with procurement

# Managing Budget to Actual Expenditures

- ▶ Managing budget to actual expenditures is a great way to stay on track with the budget proposed and actual expenditures.
- ▶ Excel is a great tool to manage budget to actual expenditures. Free templates can be found in [Microsoft 365 online](#)
- ▶ [Smartsheet](#) also has resources to create templates to manage budgets and project milestones
- ▶ *Tip: Discuss and set-up a budget to actual process in a meeting with the CPA:*

[Schedule a meeting through this link:  
https://calendly.com/cpin-ta](https://calendly.com/cpin-ta)





# Review the Award Agreement: Terms, Conditions & Deliverables



# Award Agreement

- ▶ Every award agreement looks different!
- ▶ Things to look out for:
  - ▶ Is the Performance Period correct?
  - ▶ Is the Budget amount correct?
  - ▶ Did the Statement of work change? If so, does the budget need to be adjusted?
  - ▶ Deliverables Timeline
  - ▶ Prior Approvals
  - ▶ Cost-sharing
  - ▶ Reporting requirements

# Contract Language to look out for

- ▶ Confidentiality
- ▶ Compensation
- ▶ Intellectual Property - who owns what is being created from the work being funded?
- ▶ Insurance
- ▶ INDEMNIFICATION
- ▶ Copyrights
- ▶ Data Rights
- ▶ Subcontracting
- ▶ Order of Precedence
- ▶ TERMINATION

# Confidentiality

- ▶ Is it mutual or one-way?
- ▶ How long do you have to keep information a secret?
- ▶ How is the information to be destroyed after the time period has ended?
- ▶ Who needs to abide by the confidentiality?
- ▶ Exclusions to confidentiality?

The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of ██████████ or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. ██████████ may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by ██████████. Upon request, the Contractor shall immediately return to ██████████ any Confidential Information that ██████████ reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

This is a one-way disclosure example, doesn't put limitations for how long information needs to be held confidential and gives the Funder the right to change policies

# Confidentiality - Requests

## **Request to add:**

### ***9. Confidentiality/Safeguarding of Information***

- D. Exclusions Notwithstanding the foregoing, Confidential Information shall not include any information which is, a) published or otherwise available to the public other than by breach of this Agreement by GRANTEE; b) rightfully received by GRANTEE from a third party without confidential limitations; c) independently developed by GRANTEE; d) known to GRANTEE prior to its first receipt from ██████████; e) hereinafter disclosed by COMMERCE to a third party without restriction on disclosure; f) approved for release by written authorization of ██████████ or (g) required to be disclosed to the extent mandated by legal, accounting or regulatory requirements.
- E. Standard of Care GRANTEE shall use reasonable efforts, in accordance with how it maintains its own confidential information to maintain its confidentiality, to prevent the disclosure of Confidential Information to third parties for a period of three (3) years from the date of disclosure of such Confidential Information

# Compensation

Outlines the process to be paid

Is there a hold-back?

Timing of payment?

Overall, acceptable language, but why should payment be withheld or even worse terminate the contract at the sponsor's sole discretion? Negotiate this language.

## BILLING PROCEDURES AND PAYMENT

██████████ will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for ██████████ not more often than monthly nor less than quarterly.

The invoices shall describe and document, to ██████████ satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 23-██████████. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by ██████████ within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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██████████ may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by ██████████

# Compensation

**Request to remove:**

## *3. Billing Procedures and Payment*

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report or completion of the project.

# Copyrights/Intellectual Property (IP)

- ▶ Work for hire?
- ▶ Ownership
- ▶ Process for negotiating IP

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

Never accept "works for hire" - you're not a contractor, you're an award recipient

This is giving away the idea that you discovered through this work - keep ownership

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

# Copyrights/Intellectual Property (IP)

## Request to change:

### 11. Copyright

GRANTEE shall promptly disclose to COMMERCE any GRANTEE Inventions. COMMERCE shall hold this disclosure on a confidential basis and will not disclose the information to any third party without the prior written consent of GRANTEE. COMMERCE will notify GRANTEE in writing within thirty (30) days of notice of such disclosure to Sponsor whether or not it wishes to secure an option or license to Institution's interest in the disclosed GRANTEE Invention ("Election Period"). COMMERCE will have ninety (90) days from the date of election to conclude such option or license agreement with GRANTEE ("Negotiation Period"). Said option or license will contain reasonable terms, will require diligent performance by COMMERCE for the timely commercial development and early marketing of all GRANTEE Inventions subject to the license, and will include COMMERCE's obligation to reimburse

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GRANTEE's patent costs for all GRANTEE Inventions subject to the option or license. In the event it is necessary in the opinion of GRANTEE to file any patent applications to protect a GRANTEE Invention during the Election or Negotiation Periods, COMMERCE will reimburse patent costs incurred by GRANTEE during such period(s). If such option or license negotiation is not concluded within the Negotiation Period or if COMMERCE does not notify GRANTEE of its wish to secure an option or license within the Election Period, neither party will have any further obligation to the other with respect to GRANTEE's interest in the GRANTEE Invention and the rights to such GRANTEE Invention will be disposed of in accordance with GRANTEE's policies. "Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

GRANTEE shall promptly disclose to COMMERCE any GRANTEE Inventions. COMMERCE shall hold this disclosure on a confidential basis and will not disclose the information to any third party without the prior written consent of GRANTEE. COMMERCE will notify GRANTEE in writing within thirty (30) days of notice of such disclosure to Sponsor whether or not it wishes to secure an option or license to Institution's interest in the disclosed GRANTEE Invention ("Election Period"). COMMERCE will have ninety (90) days from the date of election to conclude such option or license agreement with GRANTEE ("Negotiation Period"). Said option or license will contain reasonable terms, will require diligent performance by COMMERCE for the timely commercial development and early marketing of all GRANTEE Inventions subject to the license, and will include COMMERCE's obligation to reimburse GRANTEE's patent costs for all GRANTEE Inventions subject to the option or license. In the event it is necessary in the opinion of GRANTEE to file any patent applications to protect a GRANTEE Invention during the Election or Negotiation Periods, COMMERCE will reimburse patent costs incurred by GRANTEE during such period(s). If such option or license negotiation is not concluded within the Negotiation Period or if COMMERCE does not notify GRANTEE of its wish to secure an option or license within the Election Period, neither party will have any further obligation to the other with respect to





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# Questions?



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