



Sea Grant Handbook

Guidelines for Proposal Preparation,
Project Administration, and Reporting

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Sea Grant Handbook

Guidelines for Proposal Preparation, Project Administration, and Reporting

I. INTRODUCTION

This handbook provides guidance for full proposal preparation and contains the administration guidelines and reporting requirements for Mississippi-Alabama Sea Grant Consortium (MASGC) funded projects. Guidance provided in this document follows policies and procedures for grants set by the National Sea Grant College Program Office, the National Oceanic and Atmospheric Administration and the MASGC strategic planning process and administrative procedures. **Be aware, this handbook may be revised as Grants.gov is implemented by the National Sea Grant Office.**

II. INSTRUCTIONS FOR SEA GRANT PROPOSAL PREPARATION

All research, education, or outreach proposals submitted to the MASGC should demonstrate public benefits. Successful proposals should be innovative, based on thorough knowledge of current research in the field, and within the expertise of the investigators. Sea Grant encourages research that is multidisciplinary and multi-institutional. The MASGC requires proposals that match one or more of the strategic areas outlined in its 2005-2010 Strategic Plan. (<http://www.masgc.org/strategicplan.html>)

Fully developed proposals submitted to the MASGC will be subjected to extensive national merit review for evaluation of (1) scientific or professional merit, (2) societal impact, and (3) integration of research with education and/or outreach.

A. PROPOSAL SUBMISSION

Non-conformance to the following instructions will disqualify the proposal.

Investigators are required to submit **one** unbound original copy of the entire proposal, plus a disk or CD containing all the files. Submissions will **not** be accepted by FAX or e-mail. The disk or CD must include the complete proposal contents, including all forms and text saved as separate files. Mac files are unacceptable. Forms needed for proposal submission are available at: <http://www.masgc.org/forms.html>

Questions regarding proposal submission may be directed to Diane Butler by e-mail at diane.butler@usm.edu or by phone at 228-818-8835.

The proposal package should be sent to:

Mailing address:

Programs Officer
Mississippi-Alabama Sea Grant Consortium
P.O. Box 7000
Ocean Springs, MS 39566-7000

Physical address:

Programs Officer
Mississippi-Alabama Sea Grant Consortium
703 East Beach Drive
Ocean Springs, MS 39564
Telephone: 228-818-8835

B. PROPOSAL FORMAT

Proposals should be printed on 8.5" x 11" paper using an 11 point font such as Times New Roman or an equivalent serif typeface. Use 1" margins all around. Pages of the narrative (only) should be numbered. The numbering will be centered in the footer. The text in the narrative should be single spaced. All signatures should be in **blue** ink. Please be sure that all mathematical calculations are correct. Submit **one unbound** original that contains each of the sections identified below and assembled in the following sequence:

1. MASGC Title/Cover Page
2. MASGC Project Summary Form (Form 90-2, one form for each year)
3. Abstract (500 words)
4. Project Narrative, including sub-sections:
 - a. Introduction/Background/Rationale
 - b. Societal Benefits of Results
 - c. Objectives
 - d. Approach
 - e. Integration with education and/or outreach
 - f. General Project Information
5. Literature Cited
6. Project Schedule Form
7. Quality Assurance Statement
8. MASGC Budget Form (Form 90-4, one for each year; no cumulative required)
9. Budget Justification
10. Curriculum Vitae (2-page)
11. Consent Form: Intellectual Property
12. Certification Form CD-512
13. List of persons who should not review proposal (if any)

C. PROPOSAL CONTENT AND GUIDELINES

1. MASGC Title/Cover Page - sample in the Appendix

- a. Enter the complete project title which should be 16 words or less. Project titles should be constructed to adequately describe the project.
- b. Enter the full name, title, address, E-mail, phone, and FAX for all principal and co-principal investigators. If the information will not fit in the space provided, please reduce the font size. The Title/Cover Page must be one page only.
- c. In the space for year and funding information, Sea Grant Funds refers to the funding amount requested from Sea Grant and Grantee Match Funds refers to the funding amount of match committed by the institution. The Grantee Match (non-federal) must equal at least one third of the Total Funds (\$1 non-federal match for every \$2 federal funding requested). Prior Funding of Related Projects refers to projects receiving Sea Grant funding in program years preceding the proposal period. Amounts listed should also include any supplemental funding provided by MASGC to the initially approved grant.
- d. Proposed Starting Date for year one is 02/01/06 and for year two is 02/01/07.
- e. Estimated Completion Date for year one is 01/31/07 and for year two is 01/31/08.
- f. The principal investigator and the appropriate institutional authority **MUST** sign the cover page. Please use blue ink for all signatures. The signatures acknowledge the

institutional commitment to the Grantee Match support and to the proper conduct of the project by the personnel indicated as investigators.

2. MASGC Project Summary Form (Form 90-2) - sample in the Appendix

Submit one 90-2 form for each year of funding requested.

- a. **Institution:** The name of the Sea Grant College Program (already inserted).
- b. **Icode:** 2800 (already inserted).
- c. **Year:** Use “1,” or “2,” to indicate the year of the project for which the form applies.
- d. **Project Title:** This must be the same title as used on the Title/Cover Page.
- e. **Project Number:** Leave blank.
- f. **Project Status:** either 1 (New) or 2 (Continuing)
- g. **Sub Program:** Leave blank.
- h. **Revision Date:** Leave blank.
- i. **Initiation Date:** The format for all dates is MM/DD/YY. The initiation date for projects beginning in year one is 02/01/06 and for projects beginning in year two is 02/01/07.
- j. **Completion Date:** The completion date for projects ending in year one is 01/31/07 and for projects ending in year two is 01/31/08.
- k. **Principal Investigator(s) or Co-Principal Investigators(s):** Last name should be entered first, followed by the full first name and middle initial. Do not include titles. Example: Maris, Henry O.
- l. **Affiliation Code:** The affiliation code for MASGC member institutions is listed below; all others, if unknown, leave blank.

<u>Affiliation Code</u>	<u>Institution Name</u>
0100	Auburn University
0102	The University of Alabama, Tuscaloosa
0104	University of South Alabama
0106	The University of Alabama, Birmingham
2801	Mississippi State University
2804	The University of Mississippi
2806	The University of Southern Mississippi
2812	Jackson State University
2815	Mobile County Public School System
2818	Dauphin Island Sea Lab

- m. **Affiliation:** The complete name of the investigator’s institutional affiliation (no abbreviations).
- n. **Effort:** Total number of months per year, to the nearest tenth, which the investigator proposes to commit to the project.
- o. **Associate Investigator(s):** Name(s) of associate investigator(s) whose efforts are significant to the success of the project. Use same format as for Principal Investigator(s) or Co-Principal Investigator(s) above.
- p. **Associate Investigator(s) Affiliation, Affiliation Code, and Effort:** Follow instructions for affiliation, affiliation code, and effort as outlined above for principal investigators. If there is no co-principal investigator or associate investigator for your

- project, you may delete the unused fields for investigators.
- q. **Sea Grant Funds, Matching Funds:** “Sea Grant Funds” and “Matching Funds” are funds requested for the year of the project indicated in the “Year” field.
 - r. **Related Project(s):** The project number(s) of other MASGC supported project(s), if any, which are directly related to this project. Limit the entries to the most recent five projects.
 - s. **Parent Project(s):** The project number(s) of other MASGC supported project(s) begun or completed earlier from which this project was derived.
 - t. **Sea Grant Classification:** Leave blank.
 - u. **Keywords:** Keywords should be drawn from the proposed project with consideration for their usefulness in database searches. Limit to five.
 - v. **Objectives:** This section should state concisely (in numbered format) what objectives the investigator proposes to begin or accomplish for that particular year. Stated objectives should enable comparison to project results.
 - w. **Methodology:** Describe the methodology to be used.
 - x. **Rationale:** This section should make a concise statement of why this problem or opportunity is being addressed. The project need not promise to fully solve a problem, but it should be shown that it is a logical step towards solution. Long, involved background statements should be avoided. Explain how the project relates to the MASGC Strategic Plan and what user groups will benefit from this work.

3. **Abstract** (Maximum length, 500 words, single spaced)

The abstract describes the research and conveys all the essential elements of the proposed work. The abstract should include a summary of the objectives, approach, and expected results, including public benefits, described in the Project Narrative of the proposal. Give details and specifics. The abstract information can be drawn from the Project Summary (90-2).

4. **Project Narrative** (Maximum length, 15 pages)

Maximum length: **no more than 15** pages single spaced in 11 point font. Tables and visual materials, including figures, charts, graphs, maps, photographs, and other pictorial presentations **are included** in the 15 page limit. Literature citations and support letters are **not included** in the 15 page limit. No appendices, other than support letters are permitted. Citations in the narrative must use the author, year format.

a. **Introduction/Background/Rationale**

Provide a brief description introducing the proposed work including the background and justification. For continuing projects, this subsection must include a report of progress to date. The following should be addressed in this subsection:

- 1) current state of knowledge in the particular area of proposed work;
- 2) relevant preliminary or existing data collected in support of the proposal;
- 3) the need to conduct the proposed work and hypotheses to be tested;
- 4) the ability of and potential for the proposed work to contribute to the subject area; and the
- 5) relationship to MASGC’s Strategic Plan.

b. **Societal Benefits of Results**

Describe the results expected to be achieved during the project and how these results relate to current knowledge of the proposal’s topic or research area(s) and the goals of

MASGC. In addition, **it is essential** to describe management, policy, behavioral, or economic benefits that will be achieved by the project. Include letters of support. Finally, document engagement with one or more of MASGC's education and/or outreach (communications, extension, legal) program areas, provide a plan for dissemination of results to coastal stakeholders, and detail evaluation procedures to measure the project's success in meeting objectives.

c. Objectives

Provide the hypothesis to be tested and list the objective(s) of the proposed research.

d. Approach

Outline the methods, approaches, and techniques that will be used to test hypothesis and meet the stated objectives. The investigator should include enough detail to demonstrate the technical qualities of the proposed approach so that the salient features of the proposed work can be quantitatively assessed by both the investigator and review panel, including:

- 1) expertise or technical support needed for developing/applying protocols and conducting the work;
- 2) experimental or sample design;
- 3) sampling and analytical requirements to achieve high quality data and results.

e. General Project Information

Discuss additional information relevant to the success of the project. A brief description of the following should be included in this section:

- 1) **Current and Pending Support:** Include information on sources and amount of support/funding relevant to or associated with the proposed work. Clearly distinguish how the proposed work relates to or is associated with any current or pending funding.
- 2) **Coordination:** Describe any coordination with other investigators, institutions, agencies, or industries or ongoing research efforts. Describe any other proposals that are essential to the success of this proposal.
- 3) **Facilities, Equipment, Personnel, and Other Resources:** Include information about facilities, equipment, personnel, management, and reliance on or interactions with other institutions or other resources that are directly applicable to the proposed work.

5. Literature Cited (No maximum length, single spaced)

Citation information is required if used in the contents of the proposal and also is important to establish the familiarity and expertise of the investigator(s) to the subject of the proposal. The guidelines and examples of the format to be used are:

- a. Use name-and-year system for citations.
- b. Literature Cited should begin on a new page.
- c. Each entry should begin flush left.
- d. Single space within citations.
- f. Double space between citations.

Examples:

Literature Cited

Journal paper:

Hecky, R.E., K. Mopper, P. Kilhaur, and E.T. Degens. 1973. The amino acid and sugar composition of diatom cell walls. *Marine Biology* 19(3):323-331.

Book:

Shorrocks, B. and I.R. Swingland. 1990. *Living in a Patchy Environment*. Oxford University Press, Oxford. 246 p.

6. Project Schedule Form - sample in the Appendix

Mark with an "X" the appropriate year(s) and month(s) expected for individual tasks identified for the proposed work.

7. Quality Assurance Statement (Maximum length, 2 pages single spaced)

Note: This section applies to proposals involving scientific projects or projects involving sampling or data processing. If the proposed work does not involve sampling or data processing and does not require quality assurance protocols, then provide a statement as to why this section does not apply to the proposed work.

Quality assurance is an integrated program designed to ensure reliability of data. Quality assurance procedures such as tracking, reviewing, and auditing are implemented to assure that all work is performed in accordance with professional standards, guidelines, and specific objectives or methods stated for the proposed work or project protocols. The objectives of the quality assurance statements are to:

- a. ensure that all procedures are documented, including any changes in administrative or technical procedures.
- b. ensure that all sampling and analytical procedures are conducted according to sound scientific or professional principles.
- c. monitor the performance of the work being conducted and provide for a corrective action as necessary.
- d. ensure that all data are properly recorded and that results are supportable.

Quality assurance statements should present the required information or provide justification as to why the item does not apply to the proposed work for each item listed below:

- a. Data Collection Activities
- b. Documentation
- c. Sample Identification and Labeling
- d. Sample Handling, Preservation, and Storage
- e. Quality Control Samples and Procedures
- f. Data Review, including precision, accuracy, completeness, representativeness, and comparability.
- g. Data Reduction, Analyses, and Reporting
- h. Quality Assurance Compliance
- i. Personnel Training

8. Budget Information

The Federal legislation that established the National Sea Grant College Program mandated a matched grant program. The legislation states that the funding ratio will be two-thirds federal funds matched by no less than one-third non-federal funds.

The column entitled *Sea Grant Funds* lists the federal funds being requested. The adjoining column entitled *Grantee Share* lists the institutional matching commitment. The *Total Costs* line of these columns must equal the requirement of no more than two-thirds federal funds, matched by no less than one-third non-federal funds.

a. MASGC Budget Form (Form 90-4) - sample in the Appendix

An itemized budget sheet must be submitted for **each** year. No cumulative budget is required. All dollar amounts should be rounded to whole dollars. Round all person months time to the nearest tenth.

Definitions for the various personnel categories are as follows, numbered to correspond with the budget summary:

1) Salaries and Wages

List the number of personnel and the time in months necessary to complete the project.

a) Senior Personnel

- (1) The Principal Investigator is responsible for the conduct of the project. If responsibility is shared between two or more persons; they should be shown as co-principal investigators. The investigator listed first will have **overall responsibility** as liaison to MASGC for reporting, performance, and fiscal budget management.
- (2) Principal, co-principal and associate investigators are usually full-time faculty or staff members employed by the institution.

b) Other Personnel

- (1) Professionals – non-faculty/staff associated with the project.
 - (2) Research associates - professional persons who are part-time employees, persons retained solely for the project, or staff members of participating institutions. (Consultants should be listed under “other costs” because fringe benefits or some elements of facilities and administrative costs may not be computed on their compensation.)
 - (3) Research assistant graduate students – part-time or full-time students who hold at least a bachelor’s degree or equivalent, are enrolled in a program leading to an advanced or professional degree, and are integral to the project as research assistants.
 - (4) Professional school students - students enrolled in medical, legal, and other professional schools.
 - (5) Pre-Bac. students - undergraduate students enrolled either part or full time in a course leading to a degree, including an Associate Degree in the case of students in two-year programs, or a certificate in the case of some vocational students. Students should be categorized as professional, graduate or undergraduate. These students may be employed as aides or helpers on a Sea Grant project either on salary as part-time employees or on an hourly basis.
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- (6) Secretarial-clerical - office personnel.
- (7) Technicians - technicians and other persons with special skills.
- (8) May be used for “other” persons not included in a. through g.

2) Fringe Benefits

Fringe benefits must be included as a part of the budget. Contact the Contracts and Grants Officer on your campus for applicable rates.

3) Permanent Equipment

This category includes any nonexpendable equipment with a cost of more than \$5,000 per unit and a useful life of more than one year. Major items should be itemized on the MASGC Budget Form. The per unit threshold may vary by institution and should be used if it is less than \$5,000.

4) Expendable Supplies and Equipment

This category includes general office supplies, chemical supplies or other laboratory supplies, small items of equipment not included in permanent equipment, charges for copying, slides, photographs, etc. Any item more than \$200 in this category must be listed and justified.

5) Travel

Expenses for transportation, lodging, subsistence, and related items incurred for official business (i.e. to sampling sites, to attend conferences, etc.) of the respective project.

Domestic travel is restricted to the continental U.S. All travel to Canada, Hawaii, Mexico, Puerto Rico, and anywhere else is considered “international” travel. International travel costs are allowable only when the travel has received specific prior approval by the MASGC Director. International travel costs must comply with the provisions of the Fly America Act (49 USC §40118). The implementing regulations of the Fly America Act are found at 41 CFR §§301-10.131 through 301-10-143.

6) Publication and Documentation Costs

These costs relate to the development and production of a report for distribution to a specific audience. Such costs would include manuscript preparation, journal pages, and reprint charges (including required 20 reprints for MASGC).

7) Other Costs

Other costs identifies costs, including consultants, that are not itemized elsewhere.

8) Facilities and Administrative (F&A) (Indirect) Costs

If space is not sufficient on the budget to include computations at various rates, then include the breakdown on the Budget Justification to provide percentage rate and itemization of what is included in the facilities and administrative (indirect) cost rate, and to identify those items in the cost breakdown to which the rate will be applied.

F & A may be charged on all salaries and wages, fringe benefits, materials and supplies, services, travel, and subcontracts up to the first \$25,000. Equipment, capital expenditures, charges for tuition remission, rental costs, scholarships, and fellowships as well as the portion of each subcontract in excess of \$25,000 shall be excluded from modified total direct costs.

b. Budget Justification - sample in the Appendix

Details of budget items are required. A separate Budget Justification must be provided for each Budget Form submitted in the proposal. The information must correlate to each line item expense category of the respective project year budget for amounts reflected in both columns (Sea Grant Funds and Grantee Share). This information will be included in a financial addendum that is used by the National Sea Grant College Program Office in the final analysis to determine project budget limits. Evaluations will be made on how reasonable your costs are for your project.

For *Salaries and Wages*, identify people by job category and title. For professional participants identify by name; indicate the number of months support is requested; indicate the amount of support requested and match pledged; and percentage of time.

For *Fringe Benefits*, provide a description of the benefits received by personnel when rates are 25% or higher.

For *Permanent Equipment*, provide a complete: description of equipment including unit cost, shipping, total purchase or leasing costs purpose of each equipment item, and how it will benefit/be used for the project describe how procurement will be handled for equipment that is to be purchased discussion of analysis upon which decision to lease or purchase was based

For *Travel*, show the basis for the travel in the Budget Justification. For example, number of trips at average cost per trip, number of days to named destinations, even for data collections. Travel to professional meetings or workshops must be listed separately, giving meeting name, date(s), location, attendees (supported by your project) and cost breakdown. Provide estimates as applicable for mileage, commercial travel-coach, lodging, meals, and registration. Per diem for travel must be based on the regulations of the proposing institution and must be included in the travel budget total. Support for attending meetings should be requested **only** if a scientific or educational paper is to be presented (provide documentation in progress reports).

Other Costs - examples of other costs are:

- 1) computer costs - equipment to be used and for what tasks, basis for use assessment (hourly rate or other method), etc.
- 2) boat use - available from what source, type/size of vessel, basis for charge, duration of use: number of hours/days, etc.
- 3) consultants - faculty or staff members of any of our member institutions cannot be paid "consultant" fees. If not faculty/staff, detailed data concerning the proposed costs should include the following:
 - a) names, positions, and affiliations of consultants to be engaged
 - b) daily fees to be paid to each consultant
 - c) number of estimated days of continuing services
 - d) scope of work to be performed
 - e) other incidental data supporting the proposed costs
- 4) postage/telephone
- 5) chemical analyses - type, number, costs, etc.
- 6) equipment repairs - identify units, if use of this type equipment is unique to the project provide explanation of use by the project, basis for assessment, costs, etc.

9. Curriculum Vitae (Maximum length, 2 pages single spaced, for each investigator)

The vitae should provide evidence of the investigator's position, education, qualifications, and experience in the field and should contain the following sections:

- a. Contact name, address, and title
- b. Education
- c. Positions held and dates
- d. Publications
- e. Presentations
- f. Patents
- g. Awards/honors
- h. Other relevant information

10. Consent Form - Intellectual Property - sample in the Appendix

Principal Investigator(s) are required to sign a consent form acknowledging and agreeing to the terms and conditions pertaining to rights to intellectual property resulting in part or wholly from MASGC funding.

11. Certification Form CD-512 - sample in the Appendix

To be completed and signed by the Institutional Authority.

12. List of persons who should not review proposal (optional)

Please provide the name and contact information for anyone you feel would not provide an impartial review.

D. FINAL CHECKLIST

The completed proposal must contain the following:

1. MASGC Title/Cover Page (must be signed by institutional authority)
2. MASGC Project Summary Form (one form for each year)
3. Abstract
4. Project Narrative
5. Literature Cited
6. Project Schedule Form
7. Quality Assurance Statement
8. MASGC Budget Form (one for each year)
9. Budget Justification (one for each year)
10. Curriculum Vitae
11. Consent Form: Intellectual Property
12. Certification Form CD-512
13. List of persons who should not review proposal (if any)

III. PROJECT ADMINISTRATION

A. Governance

Upon approval and notification of funding and acceptance of final proposal conditions, projects will be governed by the terms of The University of Southern Mississippi's (USM) Research Agreement. Further guidance is provided below for project modifications, project extensions, and fiscal

reporting. Projects approved and funded by the MASGC and NOAA are administered by the following Office of Management and Budget circulars (most current versions found at <http://www.ofa.noaa.gov/~grants/pdf/>):

A-21 Cost Principles for Educational Institutions

A-110 Uniform Administrative Requirements, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations

A-133 Audits of States, Local Governments, and Non-profit Organizations

B. Federal Award Notification and Processing

Information and instructions for endorsements will be included in the research agreement (subcontract) issued by USM.

C. Funding Disbursements

Cash support will be transferred on a cost reimbursement basis. The amount will be based on the financial statements provided by your financial office to USM and reviewed by the MASGC Fiscal Officer. Funds will be forwarded to your institution within 60 days following the calendar quarter close-out date. For additional information, refer to paragraphs B and C in the Research Agreement (subcontract).

D. Change in PI and/or Scope of Project

Requests for a change in the Principal Investigator or Co-Principal Investigator must be made in writing, allowing sufficient time for review and evaluation of the request. Rationale and need for the change must be provided. The same process applies if there is a change in the scope of the project (change of objectives and possible change of funding categories).

1. The letter should be addressed to the MASGC Director.
2. The PI submits this letter to the Office of Sponsored Programs at his/her university.
3. The Office of Sponsored Programs will submit the request to MASGC on behalf of the PI. Submission can be made either by e-mail attachment or mailed hard copy.
4. Upon approval by the MASGC Director and contingent upon compatibility with the prime agreement, the University of Southern Mississippi (USM) will notify the PI's Office of Sponsored Programs.
5. The PI will be informed by his/her Office of Sponsored Programs when all paperwork is completed.

E. Project No Cost Extensions

No-cost extensions to projects must be requested in writing at least **30 days prior** to the closing date of the award. Detailed information of the rationale for the requested extension must be provided. Project extensions may be in 6 month increments but may not exceed 12 months beyond the original ending date.

1. The letter should be addressed to the MASGC Director.
2. The PI submits this letter to the Office of Sponsored Programs at his/her university.
3. The Office of Sponsored Programs will submit the request to MASGC on behalf of the PI. Submission can be made either by e-mail attachment or mailed hard copy.
4. If approved by the MASGC Director, a letter or e-mail of approval will be sent to the University of Southern Mississippi (USM) requesting an amendment be made to the subcontract. USM will authorize this extension contingent upon compatibility with the prime agreement.
5. USM will send an amended subcontract to the PI's Office of Sponsored Programs.
6. The PI will be informed by his/her Office of Sponsored Programs when all paperwork is completed.

F. Budget Modifications

Requests for budget modifications must be made in writing, allowing sufficient time for review and evaluation of the request. Detailed rationale and need for the modification must be provided.

1. The letter should be addressed to the MASGC Director.
2. A revised budget form (90-4) should accompany the letter and should be clearly marked "Revised". The 90-4 is available at <http://www.masgc.org/forms.html>.
3. The PI submits these documents to the Office of Sponsored Programs at his/her university.
4. The Office of Sponsored Programs will submit the documents to MASGC on behalf of the PI. Submission can be made either by e-mail attachment or mailed hard copy.
5. Upon approval by the MASGC Director and contingent upon compatibility with prime agreement, The University of Southern Mississippi (USM) will notify the PI's Office of Sponsored Programs.
6. The PI will be informed by his/her Office of Sponsored Programs when all paperwork is completed.

G. Quarterly Financial Report

A quarterly statement showing all fiscal activity is to be prepared by your institution's finance office. This report must bear the date and original signature of the institution's official signatory whose letter of authorization is on file in the MASGC administrative office. Financial reports are due to USM's Account Fiscal Manager, as referenced in paragraph B of the Research Agreement.

This report must include a breakdown by expense category and be in sequence with the two column budget. It should be detailed for comparison with the budget/budget justification in the program proposal that was authorized by NOAA/Office of Sea Grant. Details include a breakdown of salaries and wages by category, personnel, and amounts; fringe benefits including percentages; the duration in which acquisitions of equipment were made including description by make, model, serial number, cost, and location. On the composite sheet, expense categories should follow the same sequence as the MASGC Budget Form (Form 90-2). Entries for "Other Costs" must correlate to the approved budget. If more than one type of expense item comprises a line item entry on the budget, such as telephone and postage, detail must be given in the corresponding section of the supplement pages of the financial report summary.

H. Final Financial Report

For the final report, a composite financial report must include the detail described above and the special close-out forms/information now required by NOAA/MASGC as follows:

1. identify sources and amounts of grantee match support;
2. list federally owned equipment used on/by the project, and;
3. other information as may be requested by the federal funding agency.

This report is due to USM's Account Fiscal Manager and shall reference the USM agreement number referenced in paragraph B (Invoices) of the agreement. A project/account will not be considered closed and obligations met until a final financial report is submitted and accepted and all programmatic completion and final technical reports and/or publications resulting from the project have been received.

In the event of an audit through or assigned by our federal grant agency or by the respective state budget office, the responsibility of documentation lies with the participant institution. If charges to the grant cannot be properly documented or accepted by an audit and are charged back to the Consortium, the institution from which the questioned charges evolve will be invoiced for reimbursement to the MASGC.

IV. PROJECT REPORTS

A. Annual Progress Report—due 13 months after the project’s starting date

For multi-year projects, a brief annual summary, not to exceed four pages, should be submitted electronically to diane.butler@usm.edu, using the MASGC Project Summary Form (Form 90-2) which is available at <http://www.masgc.org/forms.html>. It is not necessary to submit a hard copy.

Annual Progress reports are due 13 months after the project initiation date, and each year thereafter until the final year, regardless of any extensions granted. If an extension of six months or more has been granted during the final year, an Annual Progress Report will be required for that final year also. You will be reminded approximately one month prior to the due date.

Payment of the fourth quarter expenses will not be approved until the Annual Progress Report has been received.

B. Completion Report—due two months after the project’s completion date

The completion report is a brief summary, not to exceed four pages, of the findings of the project which allows an evaluation of the success of the project in meeting its objectives. This report should be submitted electronically to diane.butler@usm.edu, using the MASGC Project Summary Form (Form 90-2). It is not necessary to provide a hard copy. The following information should be included in this report:

1. Students supported, department, university, degree (when granted or expected), and thesis or dissertation title
2. Publications
3. Invited papers
4. Invention disclosures
5. Patents
6. Agencies, institutions, organizations, industries that have provided cooperative support with a brief statement of the kind of support provided.
7. Societal benefits - You should also include an indication of societal benefits (management, policy, behavioral, or economic benefits) realized as a result of the research, education, or outreach project. Please list contacts who can provide additional information from the user’s or beneficiary’s perspective. Deadline for the Completion Report is two months after the project completion date.

Payment of the final quarter expenses will not be approved until the completion report is received.

C. Final Technical Report—due six months after the project’s completion date

Articles published or accepted for publication in refereed journals may be submitted in lieu of the final technical report. However, if your project does not result in publishable information, then a detailed report of the findings of the project is required. The report will include an abstract, introduction, methods and materials, results, discussion, implications, and references cited. You will be contacted by MASGC approximately one month prior to the due date.

Notification of the status of peer-reviewed publications or a Technical Report is due six months after the project completion date.

V. PUBLICATIONS

The end product of research is information, and Sea Grant research results are not fully realized until they are available to users. To further the use and development of marine and coastal resources, NOAA encourages wide dissemination of the results of Sea Grant research, as well as its education and extension activities. A major part of that dissemination occurs in the form of publications and other communications products aimed at Sea Grant's various audiences. Publications are processed for inclusion in the National Sea Grant Library <http://nsgd.gso.uri.edu/>.

It is essential that the rights of the U.S. Government and the Mississippi-Alabama Sea Grant Consortium are reserved to reproduce and distribute—for governmental purposes—any publication that results from Sea Grant support, regardless of copyrights.

A. REQUIREMENTS

Each publication relating to a Sea Grant-funded project must contain the following four elements:

1. Publication Number

All information products that report results from MASGC-supported projects must have an MASGC publication number that should appear on the front cover. Request a publication number from the MASGC communications coordinator.

2. MASGC Sea Grant Logo

This logo, whenever possible, should be located on the front cover of the publication. Secondary locations are inside the front cover, on the title page or on the back cover. MASGC's communications staff can provide a high-resolution electronic copy or printed copy; or the principal investigator can download a high resolution copy from the MASGC web site.

3. Acknowledgment Statement

This required statement, which appears below, acknowledges the NOAA/Sea Grant support. Non-journal publications that result from Sea Grant-supported projects must contain this acknowledgment on the inside front cover or other appropriate location on the publication.

This publication was supported by the National Sea Grant College Program of the U.S. Department of Commerce's National Oceanic and Atmospheric Administration under NOAA Grant # (insert grant number), the Mississippi-Alabama Sea Grant Consortium, and (insert your university and any other cooperative sponsors you wish to credit). The views expressed herein do not necessarily reflect the views of any of those organizations.

MASGC's communications staff will provide the principal investigator with the grant number pertaining to a specific publication submission.

4. Publication Submission

To properly handle the initial distribution and inventory demands, MASGC requires the principal investigator to supply MASGC with 20 copies of each publication resulting from Sea Grant-funded research. When possible, submission of an electronic copy of the publication to MASGC will allow the communications staff to print additional copies of the publication. Also, if a publication is on a web site, please provide the URL to MASGC.

5. **Publication Abstract**

If the publication doesn't already contain an abstract, the principal investigator is asked to provide a brief (200 word) abstract.

6. **Publication Costs**

The estimated cost of publications must be included in the project budget. In developing this figure, principal investigators should include the following in their proposed budgets: page charges, journal reprint costs (including 20 copies for MASGC), and production costs for non-journal publications and other information products.

7. **Publication Descriptions**

Various types of publications result from Sea Grant-supported projects. The following list describes publications that qualify for distribution through MASGC's communications program. If unsure of a publication's classification, the principal investigator should contact MASGC's communications coordinator for clarification.

- a. **Technical Reports** are similar to, but usually contain more detail and data than journal articles.
 - b. **Proceedings** are records of professional symposia, workshops, or conferences. This includes both printed and CD-ROM formats.
 - c. **Extension/Advisory Service Reports, Brochures, Fact Sheets, etc.** are designed for particular user groups, may be quite specialized, and are generally attractive and readable by non-scientists. They are frequently based on Sea Grant research, but are not limited to this source.
 - d. **Books and Monographs** vary from scholarly books on specific subjects to syntheses of entire resource or problem areas.
 - e. **Journal Reprints, Book Chapters, Proceedings Papers** are mostly subject to rigorous peer review and are usually written by the investigators for use by other scientists.
 - f. **Educational Materials** encompass a variety of materials including curricula, study guides, lesson plans, posters and laboratory guides, slides, movies and videotapes. These are generally designed for teachers and/or students and usually for designated grade levels.
 - g. **Audio-visual Presentations** include slide shows, films, videotapes, radio broadcasts and/or scripts, television documentaries, and all other future formats.
 - h. **Maps, Charts, and Atlases** are representations, usually on a flat surface, of a hydrographic feature or area.
 - i. **Bibliographies/Directories** refer to reference documents that are usually comprised of lists of documents, specialists or organizations/companies.
 - j. **Handbooks/Manuals/Guides** represent concise reference documents on a particular subject.
 - k. **Computer Programs/Documentation** refers to computer programs and associated documentation written for scientific/educational purposes for a specific audience. CD-ROMs, DVDs and future software formats are included here.
 - l. **Electronic Publications** refers to digital documents that are available only over the World Wide Web. Web sites on particular topics that are produced and maintained by a Sea Grant program are also included. Programs are required to send the National Sea Grant Depository an abstract, including the URL, of any document/Web site that is only available electronically. *Note: If a document is moved from one Internet location to another, please notify the MASGC communications staff, who will in turn, notify the National Sea Grant Library so that links to that site can be updated.*
 - m. **Theses/Dissertations (Abstracts only)** Furnish one copy of the complete thesis or dissertation and one copy of the thesis or dissertation abstract to the MASGC office.
 - n. **Newsletters/Periodicals** serve to report on the activities of Sea Grant and related
-

programs and present information on a wide array of marine resource topics of interest to lay audiences.

- o. Management Reports** include annual and biennial reports, and strategic and implementation plans.

8. Sale of Publications

The communications coordinator must be contacted prior to developing a publication for sale.

9. Submission of Manuscripts for Review

Many Sea Grant reports, research papers, extension bulletins and fact sheets are subject to peer review and the author may be asked to modify the manuscript in response to comments. Technical papers are usually not peer reviewed. Some academic departments have their own review process which authors are encouraged to use. This process contributes to the quality control of the work, and in some cases might eliminate the need for further Sea Grant review. It is the author's responsibility to ensure that this process is followed and that the submission is cleared for publication through the appropriate channels (e.g., dean, department chair, or department publications review committee).

Regardless of any external review process, each publication (except newsletters) must be submitted to the MASGC Communications Coordinator for review before it is printed. This process is to ensure that the publication meets the standards of Sea Grant; it is not a review of the project or to alter the way the principal investigator wishes to present his work in the publication.

10. News Releases

News releases are prepared by the MASGC Communications Coordinator from information received from researchers and other sources. News releases, written or video, are distributed to news media in Alabama and Mississippi as well as to national news media. When issuing a news release independent of Sea Grant communications, or when being interviewed by the press, scientists, educators, or outreach staff are encouraged to indicate that the research is funded by or affiliated with MASGC, as appropriate. Please provide a copy of each news release or video clip to the MASGC Communications Coordinator.

APPENDIX

MASGC Title/Cover Page

MASGC Project Summary Form (Form 90-2)

Project Schedule Form

MASGC Budget Form (Form 90-4)

Budget Justification

Consent Form - Intellectual Property

Patent Rights (Small Business Firms and Nonprofit Organizations)

Certification Form CD-512

2006-2007 Research Merit Review Guidelines

Proposal Evaluation Form

**TITLE/COVER PAGE
SEA GRANT PROPOSAL
MISSISSIPPI-ALABAMA SEA GRANT CONSORTIUM**

Project Title:											
Submitted by: (include full name, title, address, E-mail, phone, FAX, for all principal/co-principal investigators)											
<p>Applicants MUST check one of the following MASGC strategic areas (check only one):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Health and Restoration of Coastal Habitats</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Fisheries Ecology and Aquaculture</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Seafood Safety and Processing Technology</td> <td style="border: none;"><input type="checkbox"/> Education</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Coastal Community Resource Management and Development</td> <td style="border: none;"><input type="checkbox"/> Communications, Extension, and Legal</td> </tr> </table>						<input type="checkbox"/> Health and Restoration of Coastal Habitats	<input type="checkbox"/> Fisheries Ecology and Aquaculture	<input type="checkbox"/> Seafood Safety and Processing Technology	<input type="checkbox"/> Education	<input type="checkbox"/> Coastal Community Resource Management and Development	<input type="checkbox"/> Communications, Extension, and Legal
<input type="checkbox"/> Health and Restoration of Coastal Habitats	<input type="checkbox"/> Fisheries Ecology and Aquaculture										
<input type="checkbox"/> Seafood Safety and Processing Technology	<input type="checkbox"/> Education										
<input type="checkbox"/> Coastal Community Resource Management and Development	<input type="checkbox"/> Communications, Extension, and Legal										
	Total	Year 1	Year 2	Prior Funding of Related Projects							
Sea Grant Funds:				Sea Grant Funds:							
Grantee Match Funds:				Grantee Match Funds:							
Other Source Funds:				Other Source Funds:							
Total Funds:				Total Funds:							
Proposed Starting Date:											
Estimated Completion Date:											
Principal Investigator (sign below in blue ink)			Title (type below)								
Institutional Authority (sign below in blue ink)			Title (type below)								

Form 90-2 (Adapted)

MASGC PROJECT SUMMARY FORM

Institution: Mississippi-Alabama Sea Grant Consortium

Year:

Icode: 2800

Title:

Project Number:

Revision Date:

Project Status:

Initiation Date:

Completion Date:

Sub Program:

Principal Investigator:

Effort:

Affiliation:

Affiliation Code:

Co-Principal Investigator:

Effort:

Affiliation:

Affiliation Code:

Associate Investigator 1:

Effort:

Affiliation:

Affiliation Code:

Associate Investigator 2:

Effort:

Affiliation:

Affiliation Code:

S.G. Funds:

Matching Funds:

Last Year's SG Funds:

Last Year's Match Funds:

Pass-Through Funds:

Last Year's Pass-Through:

Related Projects:

Parent Projects:

Sea Grant Classification:

Keywords:

Objectives:

Methodology:

Rationale:

For Annual Progress/Summary/Completion Reports, Add the Following:

Project Results:

Objectives Met:

Problems Encountered:

New Research Directions:

Accomplishments:

Students Supported: (Include name, department, institution, degree, date degree granted or expected, thesis title.)

Publications:

Invention Disclosures:

Patents:

Cooperative Support: (Identify agencies, institutions, organizations, industry, and brief statement of support provided).

Societal Benefits:

Note: The following information appears on the back of the Project Summary Form and is provided for your information. It is not necessary to include this printed page as part of your proposal.

OMB Control No. 0648-0362
Expiration Date 09/30/2004

MASGC PROJECT SUMMARY FORM
(Continued)

PAPERWORK REDUCTION ACT, PRIVACY ACT, AND PUBLIC BURDEN

NOAA's National Sea Grant College Program exists to increase the understanding, assessment, development, utilization, and conservation of the Nation's ocean, coastal, and Great Lakes resources. It does this by providing grant monies to promote a strong educational base, responsive research, and training. The information requested on this form is required in order to be considered for an award under the authority of the National Sea Grant College Act, as amended. The Project Summary provides information on the project status (for continuing projects applying for additional funding), the investigators and their level of effort, the objectives and methodology of the project, and similar summary information. The information requested may be disclosed to qualified reviewers and staff assistants as part of the application review process; to applicant institutions/grantees to provide or obtain data regarding the application review process, award decisions, or the administration of awards; to government contractors, experts, volunteers and researchers as necessary to complete assigned work; to other government agencies needing information as part of the review process or in order to coordinate programs; and to another Federal agency, court or party in a court or Federal administrative proceeding if the Government is a party. Notwithstanding any other provision of the law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the Paperwork Reduction Act, unless that collection of information displays a currently valid OMB Control Number.

Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time necessary for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to National Sea Grant College Program, R/SG, NOAA, 1315 East-West Highway, Silver Spring, MD 20910 (Attn: Paperwork Reduction Act - Dr. Fritz Schuler).

Form 90-4 (Adapted)

MASGC BUDGET FORM

PROJECT STATUS: New <input checked="" type="checkbox"/> Continuing <input type="checkbox"/> Check if separate project grant <input type="checkbox"/>				
GRANTEE: Mississippi-Alabama Sea Grant Consortium			PROJECT NUMBER:	
PROJECT TITLE:				
PRINCIPAL INVESTIGATOR(S):			DURATION:	
A. SALARIES & WAGES	NO. OF PERSONNEL	MAN MONTHS	SEA GRANT FUNDS	GRANTEE SHARE
1. SENIOR PERSONNEL				
a. (Co) Principal Investigator:				
b. Associates (Faculty/Staff):				
Sub Total:	0	0.0	0	0
2. OTHER PERSONNEL				
a. Professionals:				
b. Research associates:				
c. Research asst. grad. students:				
d. Prof. school students:				
e. Pre-Bac. student(s):				
f. Secretarial-clerical:				
g. Technicians:				
h. Other:				
Total Salaries and Wages: (A1 through A2h)			0	0
B. FRINGE BENEFITS (Charged as direct cost):				
Total Salaries (A and B):			0	0
C. PERMANENT EQUIPMENT				
D. EXPENDABLE SUPPLIES AND EQUIPMENT				
E. TRAVEL				
1. Domestic U.S.				
2. International				
Total Travel:			0	0
F. PUBLICATION & DOCUMENTATION COSTS:				
G. OTHER COSTS:				
1. Computer Costs				
2. Telephone/Postage/Fax				
3. Reference Materials				
4. Professional Fees				
5. Support Services				
6.				
7.				
8. Scholarships/Awards/Tuitions				
9. Sub-contracts				
TOTAL OTHER COSTS (G1 through G9)			0	0
TOTAL DIRECT COSTS (A through G)			0	0
H. F & A COST				
1. On Campus	%	of		
2. Off Campus	%	of		
TOTAL F & A COST (H1 + H2)			0	0
TOTAL COSTS (A through H)			0	0

BUDGET JUSTIFICATION

Year 1

	SG FUNDS	GRANTEE
EXAMPLE A. SALARIES AND WAGES: [List by name and position]		7,900
B. FRINGE BENEFITS [Provide breakdown of benefits received when rates are 25% or higher - such as: FICA & Medicare 7.65%, Health Insurance 15.33%, Life Insurance 0.58%, etc.]		
C. PERMANENT EQUIPMENT		
D. EXPENDABLE SUPPLIES & EQUIPMENT (itemize)	<u>amount</u>	
item	100	
item	50	
item	200	350
[total of amount column goes in SG Funds or Grantee column]		
E. TRAVEL (itemize) [list each trip and details - mileage, cost, duration, number of travelers, per diem, etc.]	<u>amount</u>	
	xxx	
	xxx	XXXX
F. PUBLICATIONS & DOCUMENTATIONS COSTS (itemize)	<u>amount</u>	
G. OTHER COSTS (itemize) [list same as above examples]	<u>amount</u>	
	xxx	
	xxx	
	xxx	XXX
TOTAL DIRECT COSTS	350	7,900
H. FACILITIES & ADMINISTRATIVE COSTS On Campus __45_ % of \$ _44.681 and \$28,706 Off Campus _____ % of \$ _____	20,106	12,918
Totals:	20,456	20,818

Note: Add lines above as needed.

Consent Form - Intellectual Property

Mississippi-Alabama Sea Grant Consortium

I, the undersigned, making application for Mississippi-Alabama Sea Grant Consortium (MASGC) funding do hereby acknowledge and agree to the following terms and conditions pertaining to rights to intellectual property resulting in part or wholly from Consortium funding. I understand that these policies and related operational guides thereof have been incorporated by reference into the Consortium's standard administrative guidelines, *Sea Grant Handbook*.

I. Patent Rights: Certain patent rights are required by federal regulations found at 37 CFR Part 401 which is incorporated herein by reference. I agree as a condition to funding to abide by the Consortium's "Patent Rights" provisions which are attached hereto as *Attachment "A"* and incorporated herein. I further agree that none of the costs associated with perfecting the rights to any inventions shall be the responsibility of MASGC.

II. Copyright Rights: I agree as a condition of funding from the Consortium to the following:

(a) Allocation of Principal Rights:

The contractor or its assignee shall have the right to copyright any books, publications, or other copyrightable materials developed wholly or in part through consortium funds provided under this contract, provided that the U.S. Government and the consortium hereby reserves and is granted a royalty-free non-exclusive and irrevocable right to produce, publish, or otherwise use, and to authorize others to use, the work for government or informational purposes.

(b) Acknowledgements:

All copyrightable materials without exception, resulting from funding from this Sea Grant contract shall contain or bear the following acknowledgement in a prominent place: "This work is a result of research sponsored in part by the National Oceanic and Atmospheric Administration, Department of Commerce under Grant #[insert grant number], the Mississippi-Alabama Sea Grant Consortium and [insert your university and any other cooperative sponsors you wish to credit]. The views expressed herein do not necessarily reflect the views of any of those organizations."

Contractor:

Signature: _____

Printed Name: _____

Institution: _____

Department: _____

Project Title: _____

Federal Agency:

National Sea Grant Office
NOAA/Sea Grant, R/SG
SSMC-3, Eleventh Floor
1315 East-West Highway
Silver Spring, MD 20910

Mississippi-Alabama Sea Grant Consortium
P.O. Box 7000
Ocean Springs, MS 39566-7000

Patent Rights (Small Business Firms and Nonprofit Organizations)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) *Subject invention* means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a 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.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the

Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to

retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention --

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the

contract was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing

to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under Grant #: _____ awarded by National Oceanic and Atmospheric Administration's Office of Sea Grant, U.S. Department of Commerce in conjunction with the Mississippi-Alabama Sea Grant Consortium and [place here the name of contractor through which funding of the principal investigator(s) was contracted] [and if applicable, add other sponsorships if, after advertisement, sponsor so desires]. The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The *contractor* will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by the Office of Sea Grant

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the *contractor* agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts on obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the

procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject

inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Communications as required above shall be made to the following address:

National Sea Grant Office
NOAA/Sea Grant, R/SG
SSMC-3, Eleventh Floor
1315 East West Highway
Silver Spring, MD 20910

With copies sent to:

Director
Mississippi-Alabama Sea Grant Consortium
P.O. Box 7000
Ocean Springs, MS 39566-7000

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) 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 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.

(2) 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.

(3) 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 occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Mississippi-Alabama Sea Grant Consortium 2006-2007 Research Merit Review Guidelines

The Mississippi-Alabama Sea Grant Consortium (MASGC) seeks to support the most meritorious marine research, education, and outreach activities in the bi-state region. Peer reviews play a key role in the evaluation of proposals. Using the following criteria, please provide written comments and a rating for each criterion on the form provided.

EVALUATION CRITERIA FOR PROPOSALS

Funding determination is made primarily by merit review. MASGC uses three criteria for evaluating full proposals: (1) scientific or professional merit, (2) societal impact, and (3) integration of research with education and/or outreach. The typical proposal rationale section was evaluated during the preproposal review process. Different components of each criterion are identified and assigned a range for a numerical rating. Please use these three criteria described below as you evaluate the proposal(s).

1. Scientific or professional merit of the proposed project (60 points maximum)

- Technical and practical soundness of the proposed approach; (25 points)
- Degree to which state-of-the-art methods or novel approaches are used to solve problems or focus on new resources, timely issues, or opportunities; (10 points)
- Potential for significant advancements in inter- or cross-disciplinary areas of endeavor; (10 points)
- Qualification of the investigator(s) to adequately conduct and complete the proposed project. (5 points)
- Adequacy of the institutional resources available. (5 points)
- Overall likelihood of success (5 points)

2. Societal impact (30 points maximum)

- Likelihood project will contribute to improved understanding of the marine environment and its resources; (10 points)
- Likelihood of contribution to the development, wise use, and management of the state and nation's marine resources; (10 points)
- Likelihood of the identification of new or improvement of existing opportunities for the economic uses of marine resources. (10 points)

3. Integration of research with education and/or outreach (10 points maximum)

The degree of involvement with MASGC's outreach programs (communications education, extension, or legal). Some research projects may utilize such basic science that implementation of an immediate outreach component may be difficult to achieve; however, the investigator(s) should still attempt to describe long-term outreach implementation of all proposed activities after consulting with one or more of our outreach program leaders.

- A comprehensive plan for dissemination of results to coastal stakeholders through engagement with MASGC Education and/or Outreach. (5 points)
- Detailed evaluation procedures to measure the project's success in meeting objectives is provided. (5 points)

TOTAL SCORE

The following scale is based on the total proposal score:

- **100-95 points** - outstanding proposal in all respects; deserves highest priority for support;
- **94-85 points** - high quality proposal in nearly all respects; should be supported if at all possible
- **84-75 points** - a quality proposal worthy of support;
- **74-65 points** - proposal has deficiencies; after major revisions, could be resubmitted during future competitions.
- **less than 64 points** - proposal has serious deficiencies.

CONFLICT OF INTEREST

When peer reviewers sign the Proposal Evaluation Form they agree to the "Conflict of Interest Statement" on the form.

CONFIDENTIALITY OF PROPOSALS AND PEER REVIEWS

MASGC receives proposals in confidence and is responsible for protecting the confidentiality of their contents. The identity of reviewers will be kept confidential. Do not copy, quote, or otherwise use any material from the proposal.

WHAT IS IN A GOOD REVIEW?

Overall Length may vary considerably; one to two pages. If the review is terse, it will not provide the fruitful constructive criticism and/or information that the MASGC seeks as a guide in its decision-making.

Your review narrative should contain the following paragraphs:

1. Give a very brief overview of the topic of the proposal. Discuss the investigator(s) ability to make a rational case for the importance of the proposed project.
2. Discuss the issues identified in the scientific/professional merit criteria.
3. Discuss the issues identified in the integration of research with education and/or outreach criteria.
4. Describe why the proposal should/should not be funded.

THINGS TO REMEMBER

1. Your review will go to the PI. Avoid being overly harsh, even if the proposal is weak. However, it is important to give honest feedback.
2. Try not to *under-evaluate* the proposal. There is a tendency for reviewers to fall prey to two biases. The temptation is great to really nail the shortcomings of proposals you know the most about. By contrast, those proposals on the edge of your expertise can look very appealing on the surface; with shortcomings that are less apparent. In this instance, you should look for components that are most familiar to you and explain that those are the ones on which you are commenting.

REVIEW PACKAGE

- Cover Letter
- Copy of proposal
- Evaluation Form
- Merit Review Guidelines

Proposal Evaluation Form

Fax: (228) 818-8841

Principal Investigator:

Institution:

Return By:

Title:

An anonymous copy of this review will be provided to the Principal Investigator. The identity of the reviewer will be given maximum protection from disclosure subject to the provisions of the Freedom of Information Act (USC 552).

Conflict of Interest Statement:

I have no affiliation or relationships that prevent me from objectively executing all the professional and ethical responsibilities of merit (peer) review. I agree not to divulge any confidential information gained during this review process.

Reviewer's Signature

Date

Reviewer's Name

Comments: (See criteria provided in review guidelines; use additional sheet(s) as necessary)

Scientific or Professional Merit (60 points maximum) _____ points

Societal Impact (30 points maximum) _____ points

Integration of Research (10 points maximum) _____ points

Total Score _____ points