

EXHIBIT D

Special Terms and Conditions For CALFED Bay-Delta Program Grants

1. Grantee Responsibilities and State Requirements

- 1.1 The Grantee has full responsibility for the conduct of the project or activity supported under the Grant Agreement and for adherence to the award conditions. Although the Grantee is encouraged to seek the advice and opinion of the Science Program on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound scientific and administrative judgments and should not imply that the responsibility for operating decisions has shifted to the Science Program. The Grantee is responsible for notifying the Science Program about: (1) any allegation of research misconduct that it concludes has substance (2) any significant problems relating to the administrative or financial aspects of the award.
- 1.2 By acceptance of this award, the Grantee agrees to comply with the applicable State requirements for grants and to the prudent management of all expenditures and actions affecting the award. Documentation for each expenditure or action affecting this award must reflect appropriate organizational reviews or approvals that should be made in advance of the action. Organizational reviews are intended to help assure that expenditures are allowable, necessary and reasonable for the conduct of the project, and that the proposed action:
 1. is consistent with award terms and conditions;
 2. is consistent with Science Program and grantee policies;
 3. represents effective utilization of resources; and
 4. does not constitute a significant project change (see Article 11).

Nothing in this article shall be construed to require administrative reviews or documentation that duplicates those already required by existing organizational systems.

- 1.3 The Grantee is responsible for ensuring that the Principal Investigator(s) or Project Director(s) receives a copy of the award conditions, including: the award letter, a copy of the Grant Agreement, and any subsequent changes in the award conditions. This provision does not alter the Grantee's full responsibility for conduct of the project and compliance with all award terms and conditions.

2. Publications/Acknowledgement of Support

- 2.1 *Acknowledgment of Support.* The grantee is responsible for assuring that an acknowledgment of CALFED Science Program support is made:
 - a. in any publication (including World Wide Web pages) of any material based on or developed under this project, in the following terms:

"This material is based upon work supported by the CALFED Science Program under Grant No. (CALFED grant number)."

- b. CALFED Science Program support also must be orally acknowledged during all news media interviews, including popular media such as radio, television and news magazines.
- 2.2 *Disclaimer.* The grantee is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer:

"Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the CALFED Science Program."
- 2.3 *Copies for the Science Program.* The grantee is responsible for assuring that two copies of every publication of material based on or developed under this award, clearly labeled with the award number and other appropriate identifying information, are sent to the Science Program Technical Grant Manager promptly after publication.
- 2.4 Grantee shall notify CBDA in writing or via electronic mail at least 10 working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the Science Program's representatives.

3. Government Permits and Environmental Review

Grantee is responsible for ensuring compliance with all applicable permitting and environmental review requirements that may be required to accomplish the project described in the Scope of Work.

As a condition of grant funding, Grantee is required to utilize the information and analysis in the CALFED Programmatic Environmental Impact Statement/Environmental Impact Report (PEIS/EIR), to the extent applicable, in evaluating the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) compliance needs for the Project.

As a further condition of grant funding, Grantee is required to utilize the information, analysis, and procedures in the CALFED Multi-species Conservation Strategy (MSCS), to the extent applicable, in complying with state and federal endangered species acts for the Project.

4. Permission for Access to Private Property

If Grantee requires access across private property, Grantee shall provide written evidence of the property owner's permission for access to the property.

5. Subcontracts

Grantee is responsible for all subcontracted work. Subcontracts must include all applicable terms and conditions as presented herein. Subcontractors not specifically identified in the grant proposal must be obtained using a competitive bidding process, or non-competitive selection process, that meets basic State requirements. The Grantee must provide copies of all executed subcontracts to the Science Program Technical Grant Manager.

6. Reporting Requirements

Semi-annual Reports

Grantee will be required to submit a project report every six (6) months until the project is completed in the format found in the Sample Semi-Annual Report of this Grant Agreement (Exhibit A – Attachment 7). These reports will serve as performance measures/project monitoring tools to allow determination of the success of the project in relation to its objectives. The report will include descriptive information such as activities performed during the period, findings, the percentage of each task completed, the deliverables produced, problems and delays encountered, etc. Financial information should also be included with this report outlining: 1) the financial status of the project (amount invoiced to the grantee and the amount invoiced to cost share partners) and 2) six month expenditure/invoice projections to enable funding availability for payment of invoices. The final report must include copies of any publications or reports produced. The final report is due on or before the scheduled project completion date.

Summary Reports

Summary reports are required in the same frequency as grantee invoices. These reports will include a brief description (1 -2 paragraphs) of the work performed under the invoicing period and should be sent as an email or hard copy to the Technical Grant Manager and reference the corresponding invoice number.

7. Project Presentations

Grantee agrees to present project findings at the biennial CALFED Science Conference and/or other CALFED Science Program workshops and symposia.

8. Site Visits

Science Program staff, or its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the Science Program on the premises of the Grantee or a subcontractor under an award, the Grantee shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of Science Program staff or authorized representatives in the performance of their duties.

9. Equipment

Grantee Assurance. The grantee will assure that each purchase of equipment is:

- (a) necessary for the research or activity supported by the grant;
- (b) not otherwise reasonably available and accessible;
- (c) of the type normally charged as a direct cost; and
- (d) acquired in accordance with organizational practice.

10. Dispute Resolution

Any claim that the Grantee may have regarding the performance of this Grant Agreement, including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Science Program Manager within thirty days of its accrual. The Science Program Manager will attempt to facilitate a mutually acceptable resolution of the dispute.

11. Rights in Data

The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, fully paid-up, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so for a public purpose. Except for publication or other dissemination of results for education or research purposes, the Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

12. Peer Review

Science Program staff may establish peer review panels to review and comment on successful applicants work product or deliverables.