# Attachment BSuperintendent’s Memo #156-22July 22, 2022

## Additional Required Special Terms and Conditions for Grant Awards or Cooperative Agreements

### **Intellectual Property**

(Papers, reports, forms, materials, creations, or inventions (intangible property))

Special Terms and Conditions for Intellectual Property apply for all grants or cooperative agreements, regardless of the funding source (General, Special, or Federal).

Additionally, Federally funded grants or cooperative agreements must meet the requirements of the specific federal grant, such as making any work (e.g., materials, tools, processes, or systems) developed freely available to the public, ensuring any websites developed meet government or industry recognized standards for accessibility, and the requirements of **2 CFR §200.315 Intangible Property**, are met.

### Section I

Grants or Cooperative Agreements under which no Intellectual Property will be created if grant or cooperative agreement deliverables DO NOT include creation/development of Intellectual Property, the following special terms are applicable to the grant or cooperative agreement.

### Intellectual Property

The parties agree that no Intellectual Property will be created in the performance of this grant or cooperative agreement.

### **Subgrant or Subcontracts:**

## No portion of the work shall be subgranted or contracted without prior written consent of the Virginia Department of Education. In the event that the grant or cooperative agreement recipient subgrants or contracts any part of the work specified herein, the grant or cooperative agreement recipient shall include the term above in the subgrant(s) or contract(s) with the subgrantee(s) or contractor(s), shall remain fully liable and responsible for the work to be done by its subgrantee or contractor(s), and shall assure compliance with all requirements of the grant or cooperative agreement.

If a grant or cooperative agreement recipients are **public (government) entities**, the following special term also applies and must be included.

The grant or cooperative agreement recipient is hereby granted a royalty-free, non-exclusive and irrevocable license in perpetuity to reproduce, publish, or otherwise use the Intellectual Property for noncommercial purposes. Such rights shall include but are not limited to the right to claim credit as the original author of the Intellectual Property, the right to use and authorize others to use the Intellectual Property in research and for preparation of teaching materials for noncommercial use, and the right to transfer to publishers the copyrights in scholarly publications and textbooks that include an insubstantial portion of the Intellectual Property. The grant or cooperative agreement recipient may seek further rights to use the Intellectual Property by submitting a written request for authorization to the Superintendent of Public Instruction, which authorization shall not reasonably be withheld**.**

If grant or cooperative agreement recipients are **private entities (including non-profits)**, the following special term also applies and must be included.

The parties do not intend for and the grant or cooperative agreement recipient shall not be deemed to be a joint author or inventor of the Intellectual Property.

### **Suspension and Debarment Compliance Non-Procurement Covered Transactions:**

According to 2 CFR §200.213, non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

All recipients of federal funds through this transaction must comply with 2 CFR 180, Subpart C as a condition of participation in this transaction, and must include similar terms or conditions in lower-tier covered transactions.

### **Federal Funding in Public Announcements**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funding, U.S. Department of Education sub-grantees shall clearly state:

1. the percentage of the total costs of the program or project which will be financed with Federal funding;
2. the dollar amount of Federal funds for the project or program; and
3. the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division H, Title V, and Section 505 of Public Law 113-76. *Consolidated Appropriations Act, 2014*.

Prohibition of Text Messaging and Emailing While Driving During Official Federal Grant Business

Federal grant recipients, sub-recipients, and their grant personnel are prohibited from text messaging while driving a government-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email while driving.

Recipients must comply with these conditions under Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009.

### **Monitoring and Reporting**

1. Virginia Department of Education (VDOE) and auditors shall have access to sub-recipient records and financial statements as necessary to meet monitoring requirements.
2. Project reimbursement and amendment requests must be made utilizing VDOE’s automated system Online Management of Education Grant Awards (OMEGA). Exceptions may be granted by VDOE grants managers via notice on the Notification of Grant Award if project reimbursement submissions are expected to be minimal during the award period.
3. Reimbursement may be requested prior to an activity, after the expenditure of funds, where payment in advance of an activity is required. This includes but is not limited to airfare, deposits, and registrations. The local educational agency (LEA) is responsible for reconciling expenses after the activity has occurred. Reimbursement may be requested for the difference of expenses higher than the previously requested amount. Expenses lower than the previously requested amount must be repaid via a credit on a reimbursement request within 30 days of the completed activity.