

**ADDITIONAL REQUIRED SPECIAL TERMS AND CONDITIONS
FOR GRANT AWARDS OR COOPERATIVE AGREEMENTS**

A. Intellectual Property

(i.e. 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 funding source (General, Special, and 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, 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 performance of this grant or cooperative agreement.

SECTION II. Grants or Cooperative Agreements which include creation of Intellectual Property that VDOE will/should Own

If grant or cooperative agreement deliverables include creation/development of Intellectual Property that should be owned by the Virginia Department of Education (for example, the intellectual property deliverable will be used long term, and/or will be built on in the future), the following special terms are applicable to the grant or cooperative agreement:

INTELLECTUAL PROPERTY: All copyright and patent rights to all deliverables provided to the Virginia Department of Education in the performance of this grant or cooperative agreement (“the Intellectual Property”) shall become the sole property of the Virginia Department of Education. The grant or cooperative agreement recipient hereby assigns to the Commonwealth exclusively all right, title, and interest in and to all rights in the Intellectual Property that the grant or cooperative agreement recipient may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of the grant or cooperative agreement recipient.^[1] Upon request, the grant or cooperative agreement recipient shall promptly provide any further acknowledgment or assignment in a tangible form satisfactory to the Virginia Department of Education to evidence the Virginia Department of Education’s sole ownership of the Intellectual Property.

^[1] If grant or cooperative agreement recipient is a private entity (including non-profit), the following special term must be inserted at the footnote location in the above paragraph:

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.

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.

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

GRANT OR COOPERATIVE AGREEMENT RECIPIENT RIGHTS TO USE MATERIALS: 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.

- b) 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.

SECTION III. Grants or Cooperative Agreements which include creation of Intellectual Property that VDOE will not/does not need to Own

If grant or cooperative agreement deliverables include intellectual property that the Virginia Department of Education (VDOE) has no need to copyright, patent, or own (for example, a report detailing the results of research using VDOE data), the following special terms are applicable to the grant or cooperative agreement:

OWNERSHIP OF INTELLECTUAL PROPERTY: The grant or cooperative agreement recipient will be permitted to prepare academic papers for publication in peer-reviewed journals, book chapters, conferences, theses and dissertations. The grant or cooperative agreement recipient will provide the Virginia Department of Education with review copies of all academic papers prior to submission for publications. All academic papers will acknowledge the Virginia Department of Education (and the federal granting authority for grants or cooperative agreements funded with federal funds, i.e. U.S. Department of Education). All patents, copyrights and other intellectual property rights in and to all inventions, copyrighted materials, software, data or other work product conceived or developed in the performance of this grant or cooperative agreement "Intellectual Property" shall become the sole property of the grant or cooperative agreement recipient. The Virginia Department of Education retains ownership to the raw data provided to the grant or cooperative agreement recipient.

RIGHTS TO USE MATERIALS: The Virginia Department of Education is hereby granted a royalty-free, non-exclusive and irrevocable license in perpetuity to reproduce, publish or otherwise use the Intellectual Property produced by the grant or cooperative agreement recipient in performance of this grant or cooperative agreement, and to use such Intellectual Property for noncommercial purposes and to authorize others to do the same.

B. 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.

C. 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, Section 505 of Public Law 113-76. Consolidated Appropriations Act, 2014.

D. 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.

E. Monitoring and Reporting

1. 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 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.