

<b>Subject:</b>  <b>Procedure for Research Sponsored by Non-DOE Entities</b>	<b>Effective Date:</b>  <b>April 18, 2003</b>	<b>Initiated by:</b>  Head, Business Operations
	Rev. 0 Dated 6/16/00	<b>Approved:</b>  Director

**Applicability**

This procedure outlines the Laboratory's program for performing research or research-related work for entities other than DOE. This includes Work-For-Others (WFO) agreements and Cooperative Research And Developmental Agreements (CRADA), including those instances in which the Sponsor provides 100% of project funding.

All work funded by the DOE, either in whole or in part, is excluded from the provisions of this policy. Also, excluded from the provisions of this policy, are the following: 1) work for non-federal Sponsors which is supported, in part, by DOE direct funding, via a formally negotiated cost sharing agreement; and, 2) consulting services by individual PPPL staff. This procedure is geared to meet the requirements of DOE Order 481.1C, which addresses non-DOE funded projects.

**Introduction**

The management process can vary depending on the type of Sponsor and whether a CRADA or a WFO agreement is used. Sponsors can include federal agencies other than DOE, commercial/industrial entities, foreign governments subject to a treaty agreement with the DOE, state agencies, and not-for-profit entities

The core portion of the management process that is applicable to all projects sponsored by non-DOE entities requires various levels of Laboratory management to review and approve the project prior to a project proposal package being submitted to the Princeton University Office of Research and Project Administration (ORPA), DOE-PAO, or the Sponsor. Attachment 1, the Proposal Sign-Off Sheet, is intended to provide the approval signatories with an overview of the subject proposal. The PI is encouraged to attach whatever supporting data he/she thinks appropriate to support the standard forms.

ORPA is responsible for the administration of all WFO or CRADA projects to be performed by the Laboratory with respect to University Research Board policy. It is their responsibility to process, negotiate, and accept all awards, except awards from federal agencies, and to ensure that DOE rules and regulations are adhered to.

Questions regarding and interpretations of this policy may be addressed to/obtained from the Budget Director or the Head, Business Operations

**Reference Documents**

DOE Order 481.1C Non-DOE Funded Projects

**Definitions**

<b>WFO</b>	Work For Others Agreements
<b>CRADA</b>	Cooperative Research and Development Agreement
<b>ORPA</b>	Office of Research and Project Administration

**PROCEDURE**

**A. PPPL PREPARATION AND REVIEW OF PROPOSED PROJECTS**

**RESPONSIBILITY**

**ACTION**

Principal Investigator	1. Ensures that the scope of work, budget proposed, and contract terms are consistent. Prepares the Proposal package, including Attachments 1 and 2, which is to be submitted for Laboratory management approval. Provides a two-week period of time for Laboratory management and DOE Review.
Budget Office	2. Supports Principal Investigator in preparing the Proposal package, including the development of a proposed budget.
ES&H	3. Ensures that a NEPA review has been completed and that the proposal is consistent with the applicable ES&H guidelines.
Cognizant Department Head	4. Provides appropriate senior line-management oversight, including a review of the scope of work for intellectual content and reasonableness, a determination that the required resources are available, and that the acceptance of the proposed work would not adversely impact the execution of existing DOE programs.
Head, Business Operations	5. Ensures that cost estimate is reasonable, that the appropriate indirect rates are being utilized, that the necessary pre-financing requirements as promulgated by DOE are complied with, and that acceptance of the work will not create a detrimental future burden on DOE resources.
Deputy Director	6. Verifies that the Laboratory will make available the appropriate resources to execute the proposed work scope being proposed, and that the proposed work is consistent with, and complimentary to, DOE's mission for the Laboratory.
Director	7. Approves proposal for submission to the Sponsor.

Budget Office

8. Submits proposed package to DOE-PAO and ORPA for approval.

The proposal package should include the following:

- a. Copy of the proposed research or research-related work scope.
- b. DOE’s Proposal Information Questionnaire (PIQ) with all applicable items addressed (Attachment 2).
- c. Copies of any written representation/certifications required from the sponsoring agency where the Sponsor is a federal agency.
- d. Notification of changes, if any, to the pre-approved WFO/CRADA agreements.

**B. PROCEDURES FOR ALTERNATIVE TYPES OF SPONSORS**

The procedure varies depending on the type of Sponsor and whether a WFO or CRADA agreement is to be used. (See Attachment 3 for guidance on determining the type of agreement)

**B.1 SPONSOR IS A FEDERAL AGENCY (OTHER THAN DOE)**

When funding is provided by a federal agency, the agreement terms and conditions are the “boiler-plate” conditions of the sponsoring agency. The DOE standard mark-up for administrative costs (currently at 3.0%) is applicable. ORPA is not directly involved in the proposal process; however, ORPA may be required to provide certain certifications (i.e., prohibition against lobbying) to the Sponsor, or may delegate this responsibility to the Laboratory’s Budget Office.

**RESPONSIBILITY**

**ACTION**

DOE-PAO

1. Submits the Laboratory’s proposal, including the applicable scope of work and related funding request to the potential Sponsor.

Sponsoring Agency

2. Provides funding directly to DOE via an interdepartmental transfer upon accepting the proposal. Provides the required certifications.

DOE-PAO

3. Modifies PPPL’s prime contract when funding is received.

Budget Office

4. Opens cost center and notifies the PI that work may commence.

**B.2 SPONSOR IS A FOREIGN GOVERNMENT ORGANIZATION WHICH HAS AN AGREEMENT WITH THE DOE FOR JOINT RESEARCH INITIATIVES**

**RESPONSIBILITY**

**ACTION**

Budget Office

1. Negotiates the contractual terms and conditions with the foreign Sponsor. [Terms and conditions are always secondary to the prime contract and the government-to-government agreement.]

DOE-PAO

2. Reviews and approves agreement terms and conditions and the

proposed scope of work. Submits agreement and proposed scope of work to the DOE Office of International Science and Technology Cooperation and the cognizant DOE program office.

- ORPA 3. Reviews and approves agreement terms and conditions and the proposed scope of work.
- Budget Office 4. Submits the proposal package to the Sponsor.
- 5. Executes the final agreement with ORPA and the Sponsor.
- Sponsoring Agency 6. Tenders the appropriate amount of pre-financing to Princeton University.
- Accounting Division 7. Transfers funding to DOE-PAO.
- DOE-PAO 8. Modifies PPPL's prime contract when funding is received.
- Budget Office: 9. Opens a cost center and notifies the PI that work may commence.

**B.3 SPONSOR IS A COMMERCIAL FOR PROFIT, STATE AGENCY, OR OTHER NOT FOR PROFIT ENTITY**

**RESPONSIBILITY**

**ACTION**

- Budget Office/PI 1. Negotiates the proposed scope of work with the Sponsor.
- Budget Office 2. Submits the negotiated scope of work to DOE-PAO for approval, and to ORPA in order for it to be incorporated into the proposal package to be submitted to the Sponsor.

Note: PPPL may also request DOE-PAO to waive the DOE administrative charge in the appropriate circumstances. If the CRADA format is applicable, PPPL must advise ORPA if PPPL wishes to waive the intellectual property rights to the Sponsor. This determination will be incorporated as part of the Laboratory's management approval package.

- DOE-PAO 3. Reviews and approves the scope of work and the Proposal Information Questionnaire (PIQ) document (Attachment 2).

Budget Office

4. Sends the proposal to the Sponsor.

Note: Provided that the WFO or CRADA agreement is not changed from the DOE pre-approved version, the proposal package may be submitted to the potential Sponsor without additional DOE approvals of the contract terms and conditions. Any deviation from the pre-approved version of either the WFO or CRADA agreement must be approved by DOE-PAO prior to submission of the proposal to the Sponsor.

Sponsoring Agent

5. Tenders the appropriate amount of pre-financing to Princeton University. Provides the required certifications.

Accounting Division

6. Transfers funding to DOE-PAO.

DOE-PAO

7. Modifies PPPL’s prime contract when the funding is received.

Budget Office

8. Opens the cost center and notifies the PI that work may commence

**C. ADMINISTRATION OF FUNDED PROPOSALS**

**RESPONSIBILITY**

**ACTION**

Budget Office

1. Provides the necessary Laboratory contract/grant administration.

Principal Investigator

2. Performs work scope objectives, meeting budget parameters, and ensuring that general performance is in compliance with the terms and conditions of the agreement.

**Attachments**

1. Proposal Sign-Off Sheet
2. DOE’s Proposal Information Questionnaire (PIQ)
3. Determination to Use CRADA or WFO Agreements

Proposal Sign-Off Sheet

Attachment 1

**PRINCETON PLASMA PHYSICS LABORATORY  
WORK FOR OTHERS  
PROPOSAL SIGN-OFF SHEET**

Sponsor: \_\_\_\_\_

Proposal Title: \_\_\_\_\_

Principal Investigator: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Proposed Budget: \_\_\_\_\_

Summary Description of work scope proposed:**APPROVALS:**\_\_\_\_\_  
Principal InvestigatorIntellectual Property Rights: \_\_\_ Waive \_\_\_ Retain  
Field of Use: \_\_\_\_\_\_\_\_\_\_  
Department Head

NEPA Planning Form Required: \_\_\_ Yes \_\_\_ No

\_\_\_\_\_  
Environmental, Safety & Health

Contract Type: \_\_\_ WFO \_\_\_ CRADA

\_\_\_\_\_  
Business Operations\_\_\_\_\_  
Deputy Director\_\_\_\_\_  
Director

**WORK-FOR-OTHERS NEW PROPOSAL INFORMATION QUESTIONNAIRE****A. PROJECT SUMMARY DATA**

1. Proposal No. \_\_\_\_\_
2. Project Title:
3. Laboratory division responsible for work (standard division abbreviation)
4. Principal Investigator:
5. Identify Type of Sponsor, and applicable Charge:

DOE Administrative Charge will be applied:

- U. S. Federal Government \_\_\_\_\_  
 (except as noted below for NIH & SERDP)
- Large Business \_\_\_\_\_
- Foreign Government or Organization \_\_\_\_\_

DOE Administrative Charge waived for the following:

- U.S. Domestic:
- Non-Profit \_\_\_\_\_
- Small Business \_\_\_\_\_
- State Government \_\_\_\_\_
- Local Government \_\_\_\_\_
- Inst. Of Higher Education \_\_\_\_\_
- DOE wide blanket waiver \_\_\_\_\_  
 NIH, SERDP

6. Are you aware of a formal agreement or MOU between DOE and the Sponsor under which the work will be performed? \_\_\_\_\_. If Yes, reference the title to the agreement if available.
7. Sponsor, Point of Contact, Address and Telephone Number:

8. Term of Project in Number of Months \_\_\_\_\_

Total Project Cost \$\_\_\_\_\_

If proposal is multi-year, indicate the proposed budget for each year?

\$Year 1

\$Year 2

\$Year 3

\$Year 4

\$Year 5

## **B. NATURE OF WORK**

1. Summary of Scope of Work and Principal Objectives:

2. Will the work involve access to classified information and/or special nuclear materials? \_\_\_\_  
If Yes, attach DOE Form 5634.2.

3. Do you anticipate that the work will involve access to:

Proprietary information: \_\_

Unclassified Controlled

Nuclear Information (UCNI) \_\_

Naval Nuclear Propulsion

Information (NNPI) \_\_

Official Use Only (OUO) \_\_\_\_

4. Will any technology be developed under this project that is subject to export control laws? \_\_.  
If Yes, has approval been obtained?

5. Does this project relate to ongoing work at the Laboratory? \_\_\_\_  
If Yes, how does it relate?

If No, how does this work complement DOE's mission?

**Proposal Information Questionnaire****Attachment 2**

6. Does this project involve human subjects or animal research? \_\_\_  
If Yes, briefly explain.
7. Is this project related to Nuclear, Chemical, or Biological non-proliferation detection technology? \_\_\_
8. Is this proposal in response to a formal solicitation or Broad Agency Announcement (BAA)? \_\_\_  
If Yes, provide BAA title, sponsor name, and solicitation number.
9. What capabilities, specifically unique to PPPL's R&D facilities and/or expertise, are being utilized for this work?
10. Does the capability to perform the work exist in domestic private facilities or laboratories?  
\_\_\_
11. Will any portion of this work be performed outside the United States?  
\_\_\_ If Yes, where?

**C. STAFFING REQUIREMENTS**

- | 1. | <u>Category</u>  | <u>Name</u> | <u>% of Effort</u> | <u>Duration</u> | <u>Division</u> |
|----|--|-------------|--------------------|-----------------|-----------------|
| 2. | Principal Investigator's time on DOE projects                                  |             | _____ %            |                 |                 |
| 3. | Principal Investigator's time on WFO projects                                  |             | _____ %            |                 |                 |
| 4. | Will any new hires be required for this work? ___ If Yes, indicate the number. |             |                    |                 |                 |

5. Will any sensitive country foreign nationals provide guidance, assistance, or perform any work on this project? \_\_\_\_ If Yes, identify the country.
  
6. Will outside consultants or subcontractors be required for any part of this work?  
\_\_\_\_ If Yes, enter the estimated amount per year:

\$Year 1

\$Year 2

\$Year 3

\$Year 4

\$Year 5

What special capabilities are needed?

**D. ESH AND NEPA DOCUMENTATION**

1. Are there any special ESH requirements applicable to this work that are not addressed under current PPPL policies and procedures? \_\_\_\_\_. If yes, how will these requirements will be met?
  
2. Will any radioactive or hazardous waste be generated under this project \_\_\_\_\_. If yes, the proposal narrative must indicate the specific waste type that will be generated, and the budget must include a line item estimate for its disposal.
  
3. Is this work considered as included in the categorical exclusion category for NEPA (National Environmental Protection Act)? \_\_\_\_\_

**E. FACILITIES AND EQUIPMENT**

1. Will the use of Laboratory facilities for this work interfere with ongoing DOE work?  
\_\_\_\_\_
  
2. Will there be any special space requirements beyond existing facilities?  
\_\_\_\_\_ If so, what requirements?
  
3. Is information resources management hardware or software or telecommunications resources being procured as part of this work? \_\_\_\_\_. If Yes, describe it. A federal agency takes title for these items and the items must be procured directly by the federal agency.
  
4. Is construction, modification, or restoration involved? \_\_\_\_\_. If Yes, describe it.

**F. TECHNOLOGY TRANSFER – N/A**

Note: This section is required only for non-Federally sponsored projects

1. Is there PPPL technology that has been or will be developed specifically for transfer to the private sector? \_\_\_ If yes, explain (e.g., is there a license agreement?)
2. Will the PI in the course of conducting the research be using Proprietary Data know to PPPL as a result of a separately funded research program? \_\_\_
3. Have the ramifications of the proprietary work been discussed with the DOE/HQ Program Officials? The program official has stated that the work performed under the use agreement is not covered by another contract or arrangement falling under DOE's statutory patent policy, and is not sufficient interest to the DOE programmatic mission responsibility to justify DOE supporting the work in whole or in part with direct program funding. PAO must discuss this response with the DOE Patent Counsel. \_\_\_\_\_
4. Is the sponsor foreign, or owned or controlled by a foreign organization? \_\_\_\_\_

If it is a foreign entity, what country? If foreign owned, or controlled, what organization owns the company, and from what country?

**SIGNATURES**

Principal Investigator \_\_\_\_\_

ES&amp;H Division/NEPA \_\_\_\_\_

Laboratory Approving Official \_\_\_\_\_

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For DOE Use Only

**G. DOE 0 481.1B, Part 4.c. Certification**

I have reviewed the proposed WFO project and certify that this work:

1. Is consistent with or complementary to DOE mission and the missions of PPPL
2. Will not adversely impact execution of assigned programs
3. Will not place PPPL in direct competition with the domestic private sector
4. Will not create a detrimental future burden on DOE resources

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 Signature

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 Date

**Determination to Use CRADA or WFO Agreements****Attachment 3**

The determination of whether to use a CRADA or WFO agreement to perform a project for a non-federal Sponsor is made jointly by the Head, Business Operations and the Head, Plasma Science and Technology Department. This determination is based on the nature of the proposed sponsored project scope when compared to the guidelines enumerated below:

**Characteristics of a WFO agreement:**

1. Proposed work scope is not directly linked to the DOE funded mission performed at the Laboratory.
2. DOE may waive the agency administrative charge where the sponsored work scope is for a small business or a not-for-profit entity. The DOE will not waive the agency administrative charge where the sponsored work scope is for entities other than small businesses and not-for-profit entities.
3. Sponsor usually enjoys full rights to intellectual property, however, the Laboratory may negotiate with the sponsor whereby the sponsor agrees to accept a “limited field of use license” in the sponsors area of interest, with the Laboratory retaining the intellectual property rights in all other fields.
4. Sponsor provides 100% of the funding to support the work being performed.

**Characteristics of a CRADA (including 100% funds-in CRADA)**

1. Sponsor contributes to the sponsored research work scope; the sponsor’s contribution may be “in kind work” and/or direct funding to the Laboratory.
2. Work scope is complementary to DOE funded mission at the Laboratory (i.e., DOE mission directly benefits from research work scope).
3. DOE will not waive DOE administrative charge unless the CRADA sponsor is a small business or a not-for-profit entity.
5. Intellectual property rights are defined by the terms of the CRADA contract. Sponsor has the opportunity to license any resulting intellectual property that is owned by Princeton University. Contract must contain “mandatory disclaimer” in the case of a “100% funds-in” arrangement if the Sponsor is a “small business,” and the Laboratory wishes to retain intellectual property rights.