Wisconsin Partnership Program
Terms and Conditions

The decisions of the governance committees of the Wisconsin Partnership Program—the Oversight and Advisory Committee (OAC) and the Partnership Education and Research Committee (PERC)—are final and cannot be appealed.

The following terms and conditions are relevant to all grant recipients of the Wisconsin Partnership Program. While a few are relevant to the community grants and others are relevant to the education and research grants, by far the majority are pertinent to both types of grants.

Accounting and Audit
Grant recipients must follow the accounting policies of the Wisconsin Partnership Program, which are guided by the policies of the University of Wisconsin System Board of Regents, the University of Wisconsin System and the University of Wisconsin-Madison. All grant expenses must be allowable under Wisconsin Partnership Program standards and consistent with the approved project budget.

Grant recipients must maintain financial records consistent with Wisconsin Partnership Program guidelines. If requested, grant recipients must be able to describe the nature of project expenses and establish the relatedness of the expenses to the funded project. All records related to this project shall be available for review by the Wisconsin Partnership Program.

The financial records for this project must be maintained for a period of seven years from the date of the final Financial Status Report. However, all related records must be maintained during an audit and until the audit findings are resolved. The Wisconsin Partnership Program may conduct an independent financial audit anytime during the funding period.

Community grant recipients: Organizations must provide the Partnership Program with a copy of the organization’s annual audited financial statements. A mutually agreed upon deadline for the audit requirement will be established after the award is made. A federal single audit or an audit performed in accordance with Generally Accepted Government Auditing Standards will fulfill the financial audit requirement. If such financial audit is not performed, a specific program audit may be performed for just the funded project, in which case an independent auditor is hired to perform financial testing for the funded project. The Wisconsin Partnership Program will cover the cost of a program audit if budgeted for in the approved project budget.

Additional Requirements
The Wisconsin Partnership Program reserves the right to negotiate additional requirements concerning conditions for support.

Allowable and Unallowable Expenses
The Allowable and Unallowable Grant Expenses policy provides important, essential, and binding information for applicants and grantees on the proper use of the Wisconsin Partnership Program grant funds. Grantees are expected to review this policy carefully upon receipt of the award and regularly thereafter to ensure a full understanding of the rules and requirements of the policy.

Compliance with Rules and Regulations
The grant recipient agrees to comply with all applicable federal, state and local rules and guidelines. Grant recipients also agree to comply with all applicable University of Wisconsin System Board of Regents, University of Wisconsin-Madison and Wisconsin Partnership Program policies and procedures. In addition,
the grant recipient agrees to obtain the necessary approvals, including, but not limited to those noted below.

The grant recipient agrees to abide to the terms and conditions of the Wisconsin Partnership Program, as defined by the application process for which the grant recipient’s scope of work was submitted.

**Animal Care and Use**
This project may require approval by the Animal Care and Use Committee (ACUC). Documentation of the ACUC review and approval including the final review decision will be required before funds can be expended and/or disbursed. The grant recipient is required to submit documentation of continued renewal approval by the ACUC throughout the period of agreement.

**Biological Materials**
This project may require the use of biological materials in which the activities must be reviewed by the Madison Campus Biological Safety Committee prior to the initiation of the project. Documentation of the Office of Biological Safety review and approval including the final review decision will be required before funds can be expended and/or disbursed. The grant recipient is required to submit documentation of continued renewal approval by the Office of Biological Safety throughout the period of agreement.

**Health Insurance Portability and Accountability Act (HIPAA) Compliance**
This project may involve information that falls under the Federal HIPAA privacy rules, a set of federal regulations protecting the privacy of an individual’s health information used in clinical practice, research and operation of health care facilities.

The grant recipient shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”) (45 C.F.R. Parts 160 and 164) under HIPAA. The definitions set forth in the Privacy Rule are incorporated by reference into the Memorandum of Understanding and Grant Agreement (45 C.F.R. §§ 160.103 and 164.501). The grant recipient shall agree to employ appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of the electronic Protected Health Information it creates, receives, maintains or transmits pursuant to the Memorandum of Understanding and Grant Agreement, in compliance with the HIPAA Security Rule (45 C.F.R. Part 164, Subpart C).

**Human Subjects Compliance**
This project may require approval of a University of Wisconsin-Madison Institutional Review Board (IRB) or, at the discretion of a University of Wisconsin-Madison IRB, may be deferred to another institution’s IRB for human subjects compliance. All approved projects involving human subjects in research at the University of Wisconsin-Madison must be reviewed and approved or deemed exempt by a University of Wisconsin-Madison IRB before the research project begins. To ensure that research projects supported by the Wisconsin Partnership Program conform to ethical and regulatory standards governing the conduct of human subjects research, the grant recipient agrees to obtain approval or exemption from a University of Wisconsin-Madison IRB for any research activities that involve human subjects. Documentation of the UW IRB review including the final review decision will be required before funds can be expended and/or disbursed. The grant recipient is required to submit documentation of continued renewal approval by the IRB throughout the period of agreement.
**Radiation Safety**
This project may require the use of radioactive materials or equipment that produces radiation. Authorization to use radionuclides must be secured from the University Radiation Safety Committee (URSC) prior to the initiation of the project. Documentation of the URSC review and approval including the final review decision will be required before funds can be expended and/or disbursed. The grant recipient is required to submit documentation of continued renewal approval by the URSC throughout the period of agreement.

**Supplanting**
Funds received may not be used to supplant other funds available to the grant recipient. In order to maintain continued assurance that supplanting has not occurred, the grant recipient must complete the Non-supplanting Questionnaire on an annual basis. If, at any time, the Wisconsin Partnership Program becomes aware of supplanting by the grant recipient, funding for the project will be terminated. Supplanting violations will result in termination of future funds and may result in recoupment of monies provided under the grant award. For more information, see Policy on Making a Determination on Supplanting/Non-supplanting.

**Intellectual Property**
The grant recipient and the Wisconsin Partnership Program recognize that project activities may lead to the development of copyrightable or patentable inventions. The grant recipient acknowledges that computer software and potentially patentable inventions conceived or reduced to practice in the course of the research project funded by this grant shall be disclosed to the University through the invention disclosure process. The grant recipient hereby assigns rights in such software or inventions to the University or its designated patent management organization. With respect to copyrightable materials produced in the course of the research funded under this grant, the grant recipient and other persons contributing to such materials hereby grant the University a non-exclusive, non-transferable, perpetual world-wide royalty-free license to use such materials for non-commercial internal research and educational purposes. The grant recipient agrees to ensure that all students and staff participating in the research project funded by this grant execute the University’s Intellectual Property Agreement for Project Participants Form prior to beginning work on the project.

**Memorandum of Understanding**
A Memorandum of Understanding and Grant Agreement (Agreement) will be executed between the grant recipient and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin, School of Medicine and Public Health, Office of the Wisconsin Partnership Program.

**Method of Payment**
*Community grant recipients:* Payment requests may begin once the project budget has been approved by the Wisconsin Partnership Program finance team, a fully executed (signed) copy of the Memorandum of Understanding has been issued to the grant recipient and human subjects compliance requirements, if applicable, have been met. All payment requests must be submitted on forms provided by the Wisconsin Partnership Program.

Requests for payment from the Wisconsin Partnership Program should be made using the Financial Status Report form. The payment is based on actual expenses incurred and paid by the Recipient during the period of agreement. Final payment at the end of the project will be made upon receipt of the following
documents: Final Report, final Financial Status Report and final Non-supplanting Questionnaire. These documents are due 90 days after the end of the project.

Education and research grant recipients: Funding for this project will be provided by the creation of a Fund 233 project issued by the University of Wisconsin School of Medicine and Public Health, Office of Fiscal Affairs. The project will be set up under the grant recipient’s departmental ID. All consultant and contractual agreements must adhere to University of Wisconsin School of Medicine and Public Health and University of Wisconsin-Madison policy.

Expenses may be charged to the grant once the project budget has been approved by the Wisconsin Partnership Program Assistant Director for Finance, a fully executed (signed) copy of the Memorandum of Understanding has been issued to the grant recipient and compliance requirements (e.g., human subjects), if applicable, have been met.

All grant recipients: The grant recipient may automatically carry forward unspent budget funds from year to year. At the end of the project, the grant recipient may request a no cost extension if additional time is required to assure adequate completion of the original scope of work and budget funds remain. The fact that unexpended funds remain at the approved end-date is not, in itself, a sufficient justification for a no-cost extension request. The no cost extension must be submitted within 60 days prior to the end of the project on forms provided by the Wisconsin Partnership Program. All no cost extension requests require prior written approval by the Wisconsin Partnership Program Director. No cost extension amounts greater than 25 percent of the grant award also require the approval by the committee that made the grant award; for community grants this is the Oversight and Advisory Committee and for education and research grants this is the Partnership Education and Research Committee.

Progress and Financial Reports

Community grant recipients: Throughout the period of agreement, written annual Interim Progress Reports, including a Financial Status Report (FSR) and Non-supplanting Questionnaire, are due no later than 30 days after the end of each 12-month period based on the project start date. A Final Report, including a final FSR and final Non-supplanting Questionnaire, is due no later than 90 days after the end of the project.

The Partnership Program does not provide external (non-UW System) community grant recipients with cash advances. External community grant recipients are reimbursed based on expenses incurred and paid during the period of agreement.

Grant recipients must submit a Financial Status Report (FSR) quarterly throughout the period of agreement and a final Financial Status Report no later than 90 days after the end of the project using the required forms. Quarterly reports are due no later than 30 days after the end of each quarter based on the start date of the period of agreement. In rare instances, the Wisconsin Partnership Program will permit more frequent FSR submission.

Education and research grant recipients: Throughout the period of agreement, written annual Interim Progress Reports, including a Financial Status Report (FSR) and Non-supplanting Questionnaire, are due no later than 30 days after the end of each 12-month period based on the start date of the Memorandum of Understanding and Grant Agreement. A Final Report, including a final FSR and final Non-supplanting Questionnaire, are due no later than 90 days after the end of the project.
All grant recipients: Grant recipients are expected to respond to a limited number of evaluation requests from the Wisconsin Partnership Program regarding project results and outcomes for at least two years after the project end date.

For more information, see policy on [Review of Grantee Interim Progress and Final Reports](#).

Public Records
The Wisconsin Partnership Program is required to operate in accordance with standards consistent with Wisconsin Public Records Law. Under this Law, documents relating to the grant award may become public records and subject to release unless designated as a Trade Secret and/or Proprietary Information. For more information, see [Open Meetings and Public Records policy](#).

Publicity
The grant recipient must acknowledge the Wisconsin Partnership Program as the funding source in any press releases, articles or publications relating to this project or its results using the following language: “Funding for this project was provided by the UW School of Medicine and Public Health from the Wisconsin Partnership Program” and must also provide copies to the Wisconsin Partnership Program.

Rebudgeting
Rebudgeting between major budget categories (personnel, travel, services, supplies and other expenses) in excess of 10 percent of the total amount of award requires prior approval by the Wisconsin Partnership Program finance team. For more information, see [Grant Budget Revision policy](#).

Trade Secret and/or Proprietary Information
Unless otherwise required by law, the Wisconsin Partnership Program will exercise its best effort to maintain in confidence proprietary or trade-secret information disclosed or submitted to the Wisconsin Partnership Program by the grant recipient which is designated in writing as confidential information at the time of disclosure. Confidential information does not include information which at the time of receipt:

- is generally available in the public domain or thereafter becomes available to the public through no act of the Wisconsin Partnership Program; or
- was independently known prior to the receipt thereof or was discovered independently by an employee of the Wisconsin Partnership Program who had no access to the information supplied by the grant recipient; or
- was made available to the Wisconsin Partnership Program as a matter of lawful right by a third party.