

**ATTACHMENT “A-1”
Master Contract for Grants**

**Program-specific Terms and Conditions for: The
Council on Developmental Disabilities (CDD) Grants**

1. This is written in accordance with N.Y. State Mental Hygiene Law Section 41.43.
2. Attachment C (Work Plan/Performance Agreement) shall include minimum services to be provided by the Contractor.
3. The CDD will remain owner of materials, documents, data, records, and reports provided by CDD as part of this project, and the Contractor shall not use the CDD data, records and reports for any purpose other than the conduct of this project without the consent of the CDD.
4. All Confidential Information, including but not limited to, information pertaining to service recipients and providers, obtained by the Contractor through its performance under the CDD contract, is strictly confidential. Contractors shall not disseminate said information except as necessary to the proper discharge of its obligations under contract with the CDD.
5. Unless this AGREEMENT specifically provides otherwise, the Contractor shall own all materials and products (including but not limited to documentation and other written materials) developed under this AGREEMENT. The CDD shall have a perpetual, nonexclusive, irrevocable, royalty-free license to use, copy and disseminate such materials and products, including but not limited to providing such products and materials to others for use in accordance with terms set forth by CDD. The parties agree that the Contractor may hold the copyright to any publications resulting from this AGREEMENT. Where the Contractor has a right to grant a license, CDD shall have a perpetual, nonexclusive, irrevocable, royalty-free license to use, copy and disseminate, and create or have created for CDD derivatives of such copyrighted materials, including but not limited to providing such products and materials to others for use in accordance with terms set forth by CDD, and copy or disseminate such derivatives.
The Contractor hereby warrants that to the best of the Contractor’s knowledge any copyrightable material or work products created or produced by the Contractor under this AGREEMENT knowingly contain no libelous or unlawful statements or materials and that it will not infringe on any copyright, trademark, patent, statutory, or other proprietary rights of others.
The Contractor hereby agrees that it will not use, publish, permit to be published or distribute for use any copyrightable material or work products created or produced by the Contractor under this AGREEMENT without the prior written permission of the CDD. If CDD does not consent to statements made in any proposed publications, the Contractor must state that the views and opinions reflected in the proposed publication or product in no way reflect those of CDD or New York State.

6. The CDD and the State of New York expressly reserve the right to a royalty-free, non-exclusive, world-wide, and irrevocable license to reproduce, publish, display, disclose, distribute or otherwise use, in perpetuity, any and all copyrighted and copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT to which CDD and the State of New York do not hold the copyright. All publications by the Contractor covered by this AGREEMENT that include material resulting from this AGREEMENT or that arise from activity supported by this AGREEMENT where the copyright is held by the Contractor shall expressly acknowledge the CDD's right to such license. All publications by the Contractor covered by this AGREEMENT that include material under the copyright of the CDD shall expressly acknowledge the CDD's copyright unless this AGREEMENT specifically provides otherwise.

7. If the Contractor is an educational institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report, or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract, and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the CDD or the State, the Contractor shall provide the CDD or the State with a 30-day period in which to review each manuscript for compliance with Confidential Information requirements; or if the Contractor is not an educational institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the CDD or the State 45 calendar days prior to submission for consideration by a publisher in order for the CDD or the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the CDD or the State deems appropriate.
 - ◇ Publicity includes, but is not limited to, news conferences; news releases; public announcements; advertising; brochures; or any other such marketing material. Publicity regarding this project may not be released without prior written approval from the CDD.
 - ◇ Any final publication created by a Contractor, under a contract with the CDD, must acknowledge the funding support of the CDD. For example, a statement in a publication might read, "The publication of this pamphlet is supported by funds from the New York State Council on Developmental Disability." Any publication must also state that "The opinions, results, findings, and/or interpretation of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the New York State Council on Developmental Disability."
 - ◇ Contractor personnel working on this project may use results, products, and materials of this project for research and publication in scholarly books and journals. The Contractor will provide relevant personnel at CDD with early drafts and interim research findings for critical review and will consider any peer review comments received from CDD. The Parties agree, however, that publication of research findings is subject only to professional peer review. Prior to final publication, CDD will be provided an opportunity to submit feedback that may be included in the publication. The Contractor further agrees to coordinate with CDD regarding the timing of the release of information and reports, provided that the timelines are reasonable and there is no undue delay.

8. CDD requires that any produced documents reflect “People First Language” that is, language that thinks of the person first over a condition-for example, “a woman who has developmental disabilities” rather than “a developmentally disabled woman”. A “People First” language style guide can be accessed at https://www.cdc.gov/ncbddd/disabilityandhealth/pdf/disabilityposter_photos.pdf.
9. A Grantee Product Disclaimer is required. All grantee products (curricula, presentations, articles, and media products (print, internet, radio, TV) must include the following disclaimer on the first page or preface of all documents and webpages produced: "This project was supported, in part by grant number 20NYXXXX [the specific grant number is identified in the Quarterly Report], from the U.S. Administration for Community Living, the Department of Health and Human Services, Washington, D.C. 20201 through the New York State Council on Developmental Disability (NYS CDD). Grantees undertaking projects with government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official ACL policy or the opinions, interpretation or policy of the NYS CDD."
10. The Contractor may not use any Confidential Information obtained via CDD contract, including those products developed because of the grant but completed after the conclusion of grant funding, in any public media including those listed above, without the prior approval of the CDD. Contractors bear the responsibility to uphold these standards and to require compliance by employees and/or subcontractors.
11. Within 30 days of the expiration of the first quarter and each quarter thereafter, the **Contractor** shall submit a Program Progress Report and Expenditure Report which reflects expenditures actually paid in the immediately preceding quarter together with such appropriate vouchers, payroll records, receipts and other supporting documentation as may be required by the **CDD**. Failure to submit said reports on time may be a basis for withholding financial payments, suspension, termination or denial of further funding.
12. CDD indirect costs should not exceed 10% of the direct expenses recorded during the term of the grant award. Additional indirect costs may be included as match. Rent is an indirect cost.
13. The Contractor may interchange amounts not to exceed ten percent (10%) of any expense category of the budget of a program without prior written approval of the CDD. Interchanges greater than 10% of any category, including property costs, must be approved by the CDD.
14. The Contractor is required to provide match funding.
15. **All** curricula, presentations, articles, and media products (print, internet, radio, TV) developed through CDD grant resources must be submitted to the CDD in advance of their public distribution, presentation, or submission for publication, including those products developed after the completion of such grant funding. Contractors may set fees to recoup the costs of production and distribution of all grant products.

Revised 4/22/2023