



Residual Balance Request Form

The University will allow Principal Investigators (PIs) access to residual balances from fixed price sponsored projects in accordance with the policy found [here](#).

- Fixed Price/Fee-for-Service projects are subject to Residual Balance Policy following the project end date.
- In all cases, the project may be processed as residual balance after completion of the final financial report and receipt of all payments.
- Prior to transfer of the residual balance, any remaining Facilities & Administrative (F&A) costs will be deducted from the project's residual balance in one lump sum (at the rate assessed at the time of award).
- Extension of Fixed Price/Fee-for-Service projects balances greater than 10% of the total award will require completion of a Residual Balance Request form. Once the RBP form has been reviewed and approved by SPA, end date will be extended for two years.
- For remaining balances less than 10% of the total award, completion of Residual Balance Request form is not required.
 - Projects with balances greater than \$100.00 in residual balance will automatically be extended for two years.
 - Projects with balances of less than 100.00 will automatically be transferred to the primary Department's residual balance chartstring.
 - Account codes for personnel (salaries and benefits), Travel (domestic and foreign), Operating and General Office Supplies will be opened when RBP extension is processed.
 - All other account codes to be opened should be requested through the grants portal.

Part A

Total Award Amount: _____

Project ID: _____

I confirm the following:

All work has been completed and **all** project costs have been incurred and charged to the project's chartstring. No project costs were charged to a separate UGA project, chartstring of a UGA affiliate (UGA Foundation, etc.), or third-party funding source. If project costs were charged to a separate funding source, attach an accounting of those costs and justification for charging to a separate source.

All technical reports have been submitted to the sponsor.

A copy of the final technical report has been sent to SPA Preaward Department.

Principal Investigator Name _____

Principal Investigator Signature _____

Date _____

Part B

For Residual Balances in excess of 25% of the total award amount

Percentage Remaining:

Please provide an explanation of how the excessive funds remain while still achieving the statement of work.

Department Head Name _____

Department Head Signature _____

Date _____

Dean/Director Name _____

Dean/Director Signature _____

Date _____

Residual Balances in excess of 50% of total award amount require review of SPA Post Award Director

SPA Postaward Director Name _____

SPA Postaward Director Signature _____

Date _____

Please submit completed form to the Sponsored Projects Administration Department to be processed as a modification through the eResearch Portal. Link to: [UPK Training Library](#)

Reset Form

Print Form

Note: Final expenses and final payments must be posted to the project before Post Award Accounting can process a Residual Balance Request Form. After 2 year period has ended, Post Award will move remaining balance to departments residual chart string.

GUIDELINES for Determining Whether an Agreement/Contract is Fixed Price or Cost Reimbursable

Purpose: The purpose of these guidelines is to elaborate on the general definitions of the terms “fixed price” and “fee-for-service” provided in the UGA Residual Balance Policy (RBP) and to establish guidelines for consistent interpretation and usage of these terms to indicate that funding is residual balance eligible under the RBP.

Use of the term “fixed price” or “fee-for-service”¹ implies that (1) the sponsor expects to pay a set amount regardless of the actual cost of the project, and (2) UGA/UGARF does not have to refund any residual balance on the restricted account amount to the sponsor.

Definitions:

Fixed Price Agreement: A sponsored agreement or contract established within a University sponsored project whereby the sponsor agrees to pay an agreed upon price, for an agreed upon product or deliverable.

Fee-for-Service Agreement: A sponsored agreement or contract established within a University sponsored project whereby the sponsor agrees to pay an agreed upon price for agreed upon services or individual tasks performed.

Cost Reimbursable Agreement: A type of agreement that provides for payment of allowable incurred costs, to the extent prescribed in the agreement. These agreements establish both an estimate of total cost for the purpose of obligating funds and a ceiling that the grantee or contractor may not exceed (except at its own risk) without the approval of the sponsor. Costs will not be reimbursed by the sponsor until after they are incurred by the grantee.

Procedures:

Determination of the contract/agreement type (fixed price or cost reimbursable) is the responsibility of Sponsored Projects Administration Preaward. The appropriate designation will be entered on the SPA Award Checksheet at the time the award is being processed.

It is the responsibility of the UGA Department to review the designation determined by SPA Preaward of fixed price or cost reimbursable at the time of the award and to inquire with the Preaward office if the designation is unclear or in error so that the correct determination is clear to all project participants before the work begins.

At closeout, SPA Post Award will refer to the eResearch Portal to confirm whether the project is (Residual Balance Policy) eligible.

SPA Preaward will be guided by the following rules in determining whether a contract/agreement is fixed price or cost reimbursable:

Rule 1: Awards that are given directly to UGA/UGARF:

- (1) from the federal government;
- (2) from entities which flow down federal funds (e.g., a subaward to UGA from another university, a State agency or a private company for a federally-funded project); **OR**
- (3) from awards issued by a U.S. territory, state or county;

will automatically be considered cost reimbursable. This includes awards where payments are directly tied to tasks or deliverables. The only exception to this rule is a contract/agreement that:

- does not include federal or federal flow-through funds, OR includes federal or federal flow-through funds to UGA/UGARF as a vendor as described in Federal Administrative Requirements and the detailed scope of work for the project clearly supports a contractor relationship, **AND**
- meets all of the bulleted criteria in Rule 2 below.

Rule 2: Awards to UGA/UGARF from private organizations and associations, including industry, will be considered fixed price as long as:

- There is language saying the award is fixed price,
- There is no reference to applicability of federal accounting circulars or Cost Accounting Standards (CAS),
- Agreement/contract is silent as to the treatment of unspent funds or specifically provides that unspent funds remain with UGA/UGARF, including no reference in the proposal guidelines,
- There is no reference to costs being “reimbursable,”
- Sponsor approval is not required for budget changes,
- There is no reference to monitoring of expenditures or limitations on types of expenditures,
- There are no audit requirements,
- There are no financial reporting requirements, **AND**
- No applicable terms and conditions require the return of residual dollars.

Otherwise, the agreements/contracts will be considered cost reimbursable.

Remember, the presence of a budget, in and of itself, does not legally bind UGA/UGARF to return unspent funds after the final deliverable is provided; rather, the applicable terms and conditions govern this.

¹ Within this document, “fixed price” will be used to denote both “fixed price” and “fee-for-service”

accounts. ² See Federal Uniform Guidance reference (excerpted below).

§200.330 Subrecipient and contractor determinations.

The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

(a) Subrecipients. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. See §200.92 Subaward. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision making;
- (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award;
- (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(b) Contractors. A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See §200.22 Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the Federal program; and
- (5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

(c) Use of judgment in making determination. In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.