

UNIVERSITY OF ILLINOIS

Chicago • Springfield • Urbana-Champaign

Office of Sponsored Programs and
Research Administration
1901 South First Street, Suite A
South Research Park
Champaign, Illinois 61820-7406

June 5, 2006

Pew Research Center
Attn: ~~Evans Witt~~ *Lee Rainie*
1615 L Street, NW
Suite 700
Washington, DC 20036

Re: Subaward No. 2006-00277-01 (reference on invoices)
Grant Code: A5429 (reference on invoices)
UIUC Project Director: Leigh Estabrook

Dear Mr. Witt:

The Board of Trustees of the University of Illinois (hereinafter "University") has received Award No. RE-06-05-0398-05 ("Prime Award") from the Institute of Museum and Library Sciences ("Sponsor") in support of a project entitled "Study User Satisfaction with Access to Government Information and Services at Public Libraries and Public Access Computing Centers". A copy of the Prime Award is attached hereto and incorporated herein as Exhibit A. Said Prime Award contemplates collaborative effort by University and Pew Research Center (hereinafter "Subawardee").

The purpose of this Subaward is to facilitate Subawardee's collaborative effort in the above identified project subject to the following terms:

1. Subawardee agrees to perform its work as required by its proposal, which is attached hereto and incorporated herein as Exhibit B. Subawardee's Project Director is Lee Raine.
2. Subawardee agrees to comply, and reasonably assist the University in complying, with the applicable terms of the Prime Award.
3. Period of Performance - The period of performance of this Subaward is October 1, 2005 through September 30, 2007.
4. Funding - The total estimated amount of this Subaward is \$170,900. The dollar amount presently available for payment is \$170,900 which is estimated to cover the period of October 1, 2005 through September 30, 2007. The payment provisions, schedule, billing address, etc., applicable to this Subaward are set forth in Attachment 2.

5. **Programmatic/Technical Reports:** Subawardee shall provide any technical reports and/or assistance to meet the requirements of the Agency and the Prime Award as reasonably required by the University's Project Director who is Leigh Estabrook.

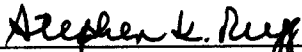
Financial Reports: Subawardee shall submit a financial accounting of all expenditures related thereto.

6. **Special Provisions:** The Clauses, Certifications, and/or Regulations identified on UI Form attached hereto and incorporated herein as Attachment 1.

If the terms of this Subaward are acceptable, please have each copy signed by your authorized organizational representative, **complete appropriate sections of UI Form**, and return one fully executed original of this Subaward and its Exhibits and Attachments to the address above. Should you have any questions, however, please contact DeAnn Behrens at (217) 333-9273 or dbehrens@uillinois.edu.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

PEW RESEARCH CENTER



Stephen K. Rugg, Comptroller



Elizabeth Mueller Gross

By signing this document the Subawardee is providing the required certifications set forth in UI FORM. In addition, the Subawardee certifies that the information contained herein is true and complete to the best of its knowledge.

EXHIBIT A

To the Subaward between
The Board of Trustees of the University of Illinois
and
Pew Research Center

Subaward No. 2006-00277-01

**Cooperative Agreement
between
Institute of Museum and Library Services
and
Board of Trustees of the University of Illinois
To
Study User Satisfaction with Access to Government Information and Services
at Public Libraries and Public Access Computing Centers**

COOPERATOR'S ADDRESS FOR CORRESPONDENCE:

Name: Kathy Young, Director
Address:
Office of Sponsored Programs & Research Administration
1901 South First; Suite - A
South Research Park
Champaign, IL 61820-7406
Tel: (217) 333-2187
Fax:(217) 239-6830
E-mail address: gcoaward@uillinois.edu

Employer Identification Number: 37-6000.511
Tax Id Number: 37-6000.511
DUNS Number: 04-154-4081

Award Number: RE-06-05-0398-05
Total Award Amount: \$495,053.
Funding Period: From October 1, 2005 to September 30, 2007.

AGENCY ADDRESS FOR CORRESPONDENCE:

Institute of Museum and Library Services
Office of Library Services
1800 M Street N.W., 9th Floor
Washington, DC 20036-5802

This Cooperative Agreement is entered in to pursuant to Section 207 of the Museum and Library Services Act of 2003. 20 U.S.C. § 9162.

<p>COOPERATOR:</p> <p><u>Stephen K. Rugg</u> (Signature) Stephen K. Rugg Comptroller</p> <p><u>10/31/05</u> (Date)</p>	<p>THE UNITED STATES OF AMERICA:</p> <p><u>Joyce Ray</u> (Signature) Joyce Ray Associate Deputy Director for Library Services Institute of Museum and Library Services</p> <p><u>10/14/05</u> (Date)</p>
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This Cooperative Agreement (the “Agreement”) between Board of Trustees of the University of Illinois (the “Cooperator”) and the Institute of Museum and Library Services (“IMLS” or the “Institute”) for the purpose of studying User Satisfaction with Access to Government Information and Services at Public Libraries and Public Access Computing Centers (hereinafter referred to as the “Project”) consists of page 1 – the Signature Page – and the following Sections and Attachments:

- Section 1 – Conditions and Period of Agreement
 - Section 1.1 – Incorporation of Guidelines and Application
 - Section 1.2 – Responsible Officials
 - Section 1.3 – Anti-Lobbying Certification
 - Section 1.4 – Acknowledgment
 - Section 1.5 – Intellectual Property Rights
 - Section 1.6 – Project Period and Federal Funding
 - Section 2 – Order of Precedence in Interpretation
 - Section 3 – Cooperator’s Responsibilities
 - Section 3.1 – Scope of Work
 - Section 3.2 – Delivery Schedule
 - Section 4 – Responsibilities of IMLS
 - Section 5 – Reports
 - Section 6 – Budget
 - Section 7 – Personnel
 - Section 8 – Extensions
 - Section 9 – Request for Changes
 - Section 10 – Office of Management and Budget Clearance
 - Section 11 – Payment and Accounting
 - Section 12 – Non-Compliance
- Attachments:
- A1 – SF269A “Financial Status Report (Short Form)”
 - A2 – SF270, “Request for Advance or Reimbursement”

Section 1 – Conditions and Period of Agreement

Section 1.1 - Incorporation of Guidelines and Application

Incorporated and made a part of this Cooperative Agreement are the General Terms and Conditions for IMLS Discretionary Awards; the 2005 IMLS National Leadership Grant Guidelines; the Program Solicitation; the Project proposal, which includes the narrative description of the project; the schedule of completion; the project budget; and any amendments, as submitted, amended and agreed upon by IMLS.

Section 1.2 - Responsible Officials

The responsible official for each party need not be the same as the authorizing official who signature appears on the first page of this document. If the Cooperator wishes to designate a

person other than the individual identified below as the responsible official for the Project, IMLS must be immediately notified. The responsible officials for this Agreement are:

For IMLS:

Joyce Ray
Associate Deputy Director for Library Services
Institute of Museum and Library Services
1800 M Street N.W., 9th Floor
Washington, DC 20036-5802
Tel: (202) 653-4660
Fax: (202) 653-4601

For the Cooperator:

Technical Contact:
Leigh Estabrook
Director, Library Research Center
501 East Daniel St.
Champaign, IL 61820
Tel: (217) 333-4209
Fax: (217) 244-3302

Administrative Contact:
Kathy Young, Director, OSP and
Research Administration
1901 South First Street, Suite A
Champaign, IL 61820-7406
Tel: (217) 333-2187
Fax: (217) 239-6830

All correspondence relating to this Agreement should be delivered either by alternative mail service such as FedEx to the addresses set for on the Signature Page, or by fax to the number listed for the IMLS contact above, with following hard copy delivered by first class mail to the addresses set forth on the Signature Page. All correspondence shall reference the IMLS grant number.

Section 1.3 - Anti-lobbying Provision

The Cooperator must ensure that no Federal appropriated funds have been paid or will be paid by or on behalf of the Cooperator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the grantee shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. The Cooperator shall require that the language of this certification be included in the award documents for all subcontracts, subgrants, and contracts under grants, loans and cooperative agreements at all tiers and that all sub-recipients shall certify and disclose accordingly.

Section 1.4 – Acknowledgment

IMLS requires acknowledgement of IMLS assistance in all publications, printed materials and other products related or resulting from the Project. Cooperator will acknowledge IMLS support in all Internet sites controlled by Cooperator related to MAP. Cooperator will also acknowledge IMLS assistance in any presentations given on MAP. All acknowledgments of IMLS assistance by the Cooperator must be reviewed and approved in writing by IMLS.

Section 1.5 – Intellectual Property Rights

The Cooperator may copyright any work that is subject to copyright and was developed, or for which ownership was purchased under this award. IMLS reserves, for federal government purposes, a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the work and authorize others to reproduce, publish, or otherwise use the work. Products, including software, should be distributed free or at cost unless the recipient has received written approval for another arrangement. IMLS requires that recipients provide three copies of any products produced with IMLS funds to IMLS with the final reports. A Beta version of software developed on an IMLS funded project must be submitted to IMLS for Federal use.

Section 1.6 - Project Period and Federal Funding

The Project period will begin and end in accordance with the dates stated on the Grant Award Notice and the Signature Page of this document. The Project Period may be extended by IMLS, pending availability of funds, for an additional year to provide for further dissemination of the Project by Cooperator and IMLS. It is the responsibility of the Cooperator to ensure that all Project activities and commitment of Project funds take place within the Project period. All obligations incurred under this Agreement shall be liquidated within ninety (90) days after the end of the Project period.

Section 2 - Order of Precedence in Interpretation

In the event of conflict among the provisions of this Cooperative Agreement, the following order of precedence shall govern:

- a. IMLS Statutes and applicable regulations
- b. General Terms and Conditions for IMLS Discretionary Awards
- c. IMLS National Leadership Grant Guidelines
- d. Program Solicitation
- e. the following OMB circulars, as appropriate:

OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments

OMB Circular A-21, Cost Principles for Educational Institutions

OMB Circular A-122, Cost Principles for Non-Profit Organizations

OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; and

f. Cooperator's project proposal, as approved for funding by IMLS.

Section 3 - Cooperator's Responsibilities

Section 3.1 - Scope of Work.

It is the responsibility of the Cooperator to carry out the Project activities as identified and described in Cooperator's Project proposal, and as approved for funding by IMLS. No changes in the scope of work or Project partners may be made without the prior written approval of IMLS.

As set forth in greater detail in the Cooperator's Project proposal, the Project involves a research collaboration between the Cooperator and its partner, Pew Research Center, Internet and American Life Project framed by the following five questions: (1). What are user preferences for the means of delivery of federal, state, and local government services and information: a) only online; b) only through traditional means of access (walk-in, mail, telephone); or c) both online and through traditional means?; (2). Where does the part of the population with limited access to online resources go to get access government information and services?; (3). What kinds of training, classes, tutorials, and reference services (one-on-one, traditional, virtual, or other interactive help mechanisms) do public libraries and public access computing centers provide to assist users in accessing government information and services, and through traditional means of access? What kind of training is available for librarians, educators, and trainers offering the training?; (4). How effective are training, classes, tutorials, and reference services received through public libraries and public access computing centers at increasing the public's information and government media literacy?; and (5). To what extent do public libraries and public access computing centers assist the part of the population with limited access to online resources to access government information and services in the following ways: by providing access itself; by increasing general Internet media literacy; and by assisting with access via traditional means?

The Cooperator understands and agrees that the objectives of this Project are to conduct and produce a research study, to be widely disseminated, on how the part of the population with

limited access to Internet resources (individuals who do not have broadband access from home, work, or school; who choose to access government services and information from locations other than home, work, or school; or who do so through traditional means of access) accesses federal, state and local government services and information, and whether such users are satisfied with the information and services they are able to access. Additionally, the Project will examine the ways that public libraries and public access computing centers provide assistance (e.g., reference services, tutorials, classes, training) to users seeking federal, state, and local government information and services. Major project activities include: (1) a national survey of low income/low access to Internet individuals about their use and access to federal, state, and local government information and services; (2) a national survey of libraries and community technology centers regarding their assistance and training for use of government information and services; (3) case studies of exemplar libraries and community technology centers to assess their teaching of and support to users with particular emphasis on follow-up of their users to evaluate outcomes and effectiveness of that teaching and support; (4) background research on relevant literature and web resources to supplement surveys; and (5) a report on user satisfaction with assistance to government information at all levels as well as on the effective ways that libraries and public access computing centers educate and provide services to their users for whom government information can be useful.

The Cooperator will collaborate with IMLS in all aspects of the Project, including developing and achieving Project goals, subject to appropriate IMLS approvals.

The Cooperator will, subject to appropriate OMB Clearance (*see* Section 10 below), collect data for the Project. Cooperator agrees to provide IMLS with electronic and hard copy access to all data and information gathered in the course of the Project.

The Cooperator will provide IMLS with regular updates on the status of the Project and will meet with IMLS staff as appropriate.

The Cooperator understands that IMLS or its designees may review and evaluate the Project, Project records, and any information collected by Cooperator. Such review may include, but is not limited to, site visits to evaluate the effectiveness of the program, audits and program evaluation, and outcomes-based evaluation.

The Cooperator will submit in draft form for IMLS' review and approval any media or public statements or promotional activities relating to the Project, the Agreement, and any related materials, including full information regarding the proposed release plan of any such statements to the media prior to release, such approval will not be withheld without cause. The Cooperator will refer to IMLS in all of its published materials and public statements that refer to the Project, the Agreement, and any related materials in any manner, using terminology and positioning that is acceptable to and approved by IMLS.

Section 3.2 – Project Schedule

The following Project Schedule will be followed by the Cooperator to IMLS pursuant to mutually agreed upon deadlines:

By the end of Year 1 of the award period, the Cooperator will:

- Review relevant literature and web resources, interview relevant key individuals, and develop Project taxonomy;
- Design and pretest questions regarding government information, and create pre-testing questionnaire;
- Conduct focus groups;
- Design and conduct survey of national public;
- Design survey of librarians and community technology center staff and conduct web-based and print survey;
- Survey of trainers and training opportunities provided by libraries and community technology centers regarding their assistance and training for use of government information and services; and
- Identify exemplar libraries and community technology centers.

By the end of Year 2 of the award period, the Cooperator will:

- Conduct telephone interviews of exemplar libraries;
- Conduct case studies of sub-sample of exemplar libraries and follow up with users of exemplar libraries;
- Review and evaluate findings, prepare reports, and disseminate finding to public and professional groups; and
- Disseminate findings and reports directly to federal, state, and local government officials directly and indirectly, through national associations.

Section 4 - Responsibilities of the Institute of Museum and Library Services

IMLS will collaborate with the Cooperator in all aspects of the Project, providing appropriate advice and approvals to the Cooperator.

IMLS will collaborate with the Cooperator in all aspects of the Project, including providing advice and input regarding the development of the Project, including suggesting potential study criteria and geographic areas of focus. IMLS will review Cooperator's update reports on the Project and provide guidance as necessary and appropriate. IMLS staff may call meetings with the Cooperator on a regular basis.

IMLS or its designees may review and evaluate the Project, Project records, and any information collected by Cooperator. Such review may include, but it not limited to, site visits to evaluate the effectiveness of the program, audits and program evaluation, and outcomes-based evaluation.

IMLS will review and approve all media and public statements and promotional activities relating to the Project, the Agreement, and other related materials released by the Cooperator, such approval will not be withheld without cause. IMLS will provide the Cooperator with a copy of any media and public statements and promotional activities relating to the Project, the Agreement, and other related materials developed, produced and released by IMLS.

IMLS will provide financial support on a cash advance or reimbursement basis for the activities identified in the Project proposal. Requests for changes in the Project will be processed in a timely manner, with the decision on the request to be communicated in writing to the organization generally no later than thirty (30) days after the receipt of the written request. If you have additional questions or for further information, contact your Program Officer, Martha Crawley, mcrawley@imls.gov (202) 653-4667.

Section 5 – Reports

It is the responsibility of the Cooperator to file required reports with IMLS. All reports must display the IMLS grant number on the first page of the report.

Interim narrative performance reports must be submitted within 30 days after the end of each six-month period for the duration of the award, except for the final six months (when a final report will be submitted within 90 days after the end of the grant period). Interim narrative performance reports should describe in two to five pages the work accomplished in both quantitative and qualitative terms. If the project goals or schedule have not been met, the report must explain why and describe the steps being taken to return the project to its proposed schedule of completion.

The Final narrative performance report must be submitted within 90 days after the end of the grant period. The Final narrative performance report must be a comprehensive report covering the whole project, including lessons learned and outcomes. Cooperator will submit all narrative reports on OMB No. 3137-0029, Interim and Final Performance Report Form in a format that is releasable to the public, if such release is required under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). Any information that may be considered confidential or a trade secret and may be exempt from release under Exemption 4 of the FOIA, 5 U.S.C. § 552 (b)(4), must be submitted in a separate appendix that is clearly marked. IMLS will make the final determination about whether this information qualifies for a FOIA exemption or must be released under FOIA.

In addition to interim and final narrative reports, IMLS may require that the Cooperator provide additional information on the Project as deemed necessary and appropriate by IMLS.

An annual financial status report must be submitted within 30 days after the end of the each year of the project. Final financial status reports must be submitted within 90 days of the close of the project period. Interim and final financial status reports must be submitted on the required forms -- either SF 269, Financial Status Report (long form), or SF269A, Financial Status Report (short form). A copy of the short form is enclosed with the materials sent to IU.

IMLS is required by the Government Performance and Results Act of 1993 (GPRA) to provide annual reports to Congress on this agency's activities and effectiveness. Those reports must include information on the benefits of IMLS grants for the audiences and users of libraries and museums. Consequently, IMLS recipients must systematically and formally evaluate the benefits of their projects for their intended audiences. The method of evaluation is determined by the recipient, but it should provide information on what impact was achieved, for whom, and how this has been documented by the recipient. IMLS encourages the use of outcome-based

evaluation methods, and will provide information and resources for the design and implementation of outcome-based assessment on request.

Failure to comply with the reporting requirements may result in the loss of current or future funding from IMLS.

Send one copy of all interim reports and two copies of all final reports to:

Linda DiAndrea
Grants Administrator
Institute of Museum and Library Services
1800 M Street N.W., 9th Floor
Washington, DC 20036-5802
Fax: (202) 653-4604
imlsreporting@imls.gov
Re: Interim or Final Reporting

Section 6 - Budget

It is the responsibility of the Cooperator to carry out the project activities as identified and described in the Project budget, as amended. To meet unanticipated program needs, funds may be reallocated among existing cost categories, as approved in the final project budget. The Cooperator must obtain prior written approval from IMLS when transfers among direct cost categories total more than \$50,000. The Cooperator must also obtain prior written approval from IMLS to create new cost categories.

Section 7 – Personnel

It is the responsibility of the Cooperator to obtain from IMLS prior written approval of changes in key personnel in the event that the personnel identified in the project proposal are unavailable to carry out the project activities as described in the proposal that was approved for funding by IMLS.

Section 8 – Extensions

A one time, no-cost request for an extension may be submitted to IMLS in writing. IMLS must receive the request at least thirty (30) days before the end of the Project period. If IMLS determines that the extension is justified, it may approve the extension request.

Section 9 – Requests for Changes

Any project change requiring prior approval must be submitted to IMLS in a separate letter addressed to the Associate Deputy Director for Library Services and **not** as part of the interim or final report.

Section 10 - Office of Management and Budget Clearance

In the event that the Cooperator intends to use structured data collection from ten or more individuals or organizations, approval may be required from the Office of Management and Budget (OMB). If such approval is required, the preparation of necessary data collection documents will be the responsibility of the Cooperator. When that documentation is provided to IMLS, the Institute will seek clearance from OMB.

Section 11 - Payment and Accounting

A Federal accounting office handles the payment of funds for IMLS grants and cooperative agreements. The Cooperator will request cash advances or reimbursements as needed from the amount of the Agreement on the forms provided (SF 270, Request for Advance or Reimbursement). Requests for advance payment should be limited to the Cooperator's immediate cash needs and should not exceed anticipated expenditures for a three-month period. The Cooperator may not request an advance of more than \$50,000. IMLS may approve an advance limit greater than \$50,000; however, the advance must be limited to what the Cooperator plans to expend in grant funds in the next thirty-day period, and the Cooperator must receive written IMLS approval of the higher amount.

The Cooperator shall send one copy of the Request for Advance or Reimbursement (SF 270) as funds are needed by fax to: Grants Administrator, Institute of Museum and Library Services, Fax number: 202-653-4604. Questions regarding payments and other information may be directed to: 202-653-4737.

The Cooperator is required to maintain advances of federal funds in interest-bearing accounts unless (1) the Cooperator receives less than \$120,000 per year in advances of grant funds; (2) the most reasonably available interest-bearing account would not earn more than \$250 per year on the federal cash balance; or (3) the account would entail bank services charges in excess of the interest earned. Interest in excess of \$250 per year that is earned on advanced payments shall be remitted annually to the Department of Health and Human Services. If possible, interest should be remitted through an electronic medium such as the Remittance Express (REX) Deposit system. If electronic transfer is not available, the Cooperator may instead make payment by check, identify the interest earned on advances of IMLS funds, and mail it to the HHS Payment Management System, P.O. Box 6021, Rockville, MD 20852.

IMLS requires that the Cooperator maintain a restricted account for funds received for the duration of the project period. This provision does not require the recipient to maintain a separate bank account for the IMLS funds; however, the recipient must establish and maintain a separate accounting category within its internal accounting system to show that the funds have been used only for project costs. This restricted account record must be adequate to satisfy normal auditing procedures.

If the Cooperator expends \$500,000 or more in Federal funds in a single fiscal year (this includes, but is not limited to IMLS funds), the Cooperator will be required to be in compliance with OMB Circular A-133.

Section 12 - Non-compliance

Failure to comply with the terms of the Cooperative Agreement, including the assurances and certifications contained in the Project proposal submitted to IMLS, may result in the suspension or termination of the Agreement, the return of federal funds, and may jeopardize the Cooperator's eligibility for any pending or future grants from IMLS.



May 2005

General Terms and Conditions

For

IMLS Discretionary Awards

The General Terms and Conditions for IMLS Discretionary Awards are based on the administrative requirements of the Office of Management and Budget Circular A-110, which apply to institutions of higher education, hospitals and other nonprofit organizations, and 45 CFR 1183, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and apply to the majority of IMLS discretionary awards. Organizations that receive grants that are subject to these general terms and conditions must be familiar with this document and comply with its requirements.

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Glossary of Terms

Authorizing Official – The authorizing official of the applicant institution has the authority to apply for federal support of the institution's activities and to enter into legal agreements in the name of the institution.

Cash Contributions - The grantee's cash outlay for budgeted project activities, including the outlay of money contributed to the grantee by third parties.

Cost Sharing - The portion of the costs of a project not charged to IMLS funds. This would include cash contributions (as defined above) as well as the value of grantee contributions of services and property that are valued in accordance with the applicable cost principles and the value of third-party in-kind contributions.

Debarment - The ineligibility of a grantee to receive any assistance or benefits from the federal government, either indefinitely or for a specified period of time, based on legal proceedings taken pursuant to agency regulations implementing Executive Order 12549.

Equipment - Tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost which equals or exceeds per unit the lesser of (a) the capitalization level established by the organization for the financial statement purposes, or (b) \$5,000.

Grant - A legal instrument that provides financial assistance in the form of money or property to an eligible recipient. The term includes cooperative agreements but it does not apply to technical assistance which provides services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. The term does not include fellowships or other lump sum awards, for which the recipient is not required to provide a financial accounting.

Grant Period - The period established in the grant award during which IMLS sponsored activities and project expenditures are to occur

Grantee - The organization to which a grant is awarded and which is accountable for the use of the funds provided.

Indian Tribe - The term means any tribe, band, nation, or other organized group or community, including any Alaska native village, regional corporation, or village corporation [as defined in, or established pursuant to, the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et. seq.)], which is recognized by the Secretary of the Interior as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

In-Kind Contributions - The value of non-cash contributions provided by third parties. In-kind contributions may be in the form of charges for real property and equipment or

the value of goods and services directly benefiting and specifically identifiable to the project.

Intangible Property - Includes, but is not limited to, trademarks; copyrights; patents and patent applications.

Local Government - A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of government, any other regional or interstate government entity, or any agency or instrumentality of a local government.

Obligation - The amounts of orders placed, contracts and grants awarded, goods and services received, and similar transactions during the grant period that will require payment.

Program Officer - The IMLS program staff member designated in the cover letter to the official grant award notice as the IMLS staff member who is responsible for the oversight of the programmatic aspects of the grant.

Program Income - Money that is earned or received by a grantee or a subrecipient from the activities supported by grant funds or from products resulting from grant activities. It includes, but is not limited to, income from fees for services performed and from the sale of items fabricated under a grant; usage or rental fees for equipment or property acquired under a grant; admission fees; broadcast or distribution rights; and royalties on patents and copyrights.

Project Funds - Both the federal and non-federal funds that are used to cover the cost of budgeted project activities.

Simplified Acquisition Threshold - This term replaces "small purchase threshold," and the threshold is currently set at \$100,000 [41 U.S.C. 403 (11)]. (See "Contract Provisions" in the Appendix to these terms and conditions.)

State – Each of the fifty states of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, the Republic of the Marshall Islands, the Federated States of Micronesia, the Republic of Palau, or any agency or instrumentality of a state exclusive of local governments, institutions of higher education, and hospitals.

Subgrant - An award of financial assistance in the form of money or property, made under a grant by a grantee to an eligible subrecipient or by a subrecipient to a lower-tier subrecipient. The term does not include the procurement of goods and services.

Supplies - All personal property excluding equipment and intangible property, as defined in this glossary.

Suspension – This term applies to an action on the part of a federal funding agency that either affects a grant agreement or the eligibility of an individual or organization to apply for funding from the Federal Government.

1. The suspension of a **grant** is the temporary withdrawal of federal sponsorship. This includes the withdrawal of authority to incur expenditures against grant funds, pending corrective action or a decision to terminate the grant.
2. The suspension of an **individual or organization** causes that party to be temporarily ineligible to receive any assistance and benefits from the federal government pending completion of investigation and legal proceedings as prescribed under agency regulations implementing Executive Order 12549. Such actions may lead to debarment of the grantee.

Termination - Cancellation of federal sponsorship of a project, including the withdrawal of authority to incur expenditures against previously awarded grant funds before that authority would otherwise expire.

1. Applicability of General Terms and Conditions

The General Terms and Conditions for IMLS Discretionary Awards apply to grants that the Office of Museum Services and Office of Library Services issue to private nonprofit organizations; institutions of higher education; and state, local, and federally recognized Indian tribal governments. The State Library Program has its own set of award terms and conditions.

2. Grantee Responsibilities

The grantee has full responsibility for the conduct of project activities under an IMLS award, for adherence to the award conditions, and for informing the appropriate IMLS program office and the Grants Administration Office during the course of the grant of any significant programmatic, administrative, or financial problems that have arisen.

The requirements that apply to a grant award are contained in these *General Terms and Conditions for IMLS Discretionary Awards*, the special conditions that may be included in the grant award, and the applicable federal uniform administrative requirements (see Article 3). Should there be any inconsistency between the special conditions of an award and the General Terms and Conditions or the federal uniform administrative requirements, the special conditions will govern.

In accepting a grant, the grantee assumes the legal responsibility of administering the grant in accordance with these requirements and of maintaining documentation, which is subject to audit, of all actions/expenditures affecting the grant. Failure to comply with the requirements of this award could result in suspension or termination of the grant and IMLS recovery of grant funds.

3. Uniform Administrative Requirements

Grants issued to state, local, and federally recognized Indian tribal governments are subject to 45 CFR § 1183, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Grants to institutions of higher education, hospitals, and other nonprofit organizations are subject to the uniform administrative requirements of OMB Circular A-110. The standards set forth herein and in the instructions for the submission of financial reports and performance reports are consistent with these administrative requirements.

4. Allowable Costs

The allowability of costs and cost allocation methods for work performed under an IMLS grant shall be determined in accordance with the applicable federal cost principles and the terms and conditions of the grant award

The following circulars set forth the federal cost principles that apply to the various types of IMLS grantees:

- a. OMB Circular A-21--public and private institutions of higher education;
- b. OMB Circular A-122--nonprofit organizations that are not institutions of higher education;
- c. OMB Circular A-87--state, local, and federally recognized Indian tribal governments

Copies of the cost principles may be obtained from the IMLS website (http://www.imls.gov/grants/current/crnt_legref.htm) or by writing to the IMLS Office of Grants Administration.

5. Grant Period and Extensions

The grant period is the span of time designated in the grant award, or an amendment thereto, during which the grantee has the authority to obligate grant funds and undertake project activities. If a grantee determines toward the end of a grant period that additional time is required to complete the original scope of the project with the funds already made available, the authorizing official of the grantee institution may submit a request to the appropriate IMLS program to extend the grant for up to a year. Extension requests shall be made prior to the original grant ending date and shall explain in detail the reason for the request. IMLS will normally not extend a grant more than once.

6. Changes in Project Scope

Any project that is carried out under a grant must be consistent with the scope of the proposal that is approved for funding by IMLS. The scope of a project encompasses the purpose for which the grant is undertaken, the subject matter, the treatment of the subject matter, the historical time frame of the project, the volume of material that will be studied/treated, and the products that are expected to result from grant activities. No changes may be made in the scope of a project without written approval from IMLS.

All requests for a change in the scope of a grant shall be signed by the authorizing official and submitted to the appropriate IMLS program officer.

7. Changes in Key Project Personnel

The replacement of the project director or the co-director or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three months, or a 25 percent reduction in the time devoted to the project, requires prior written approval from IMLS. When it is specifically required as a condition of a grant, written approval will also be needed for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by IMLS to be critical to the project's successful completion.

All requests for approval of changes in key project personnel shall be signed by the authorizing official and submitted to the appropriate IMLS program officer. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included.

8. Budget Revisions

The project budget is the schedule of anticipated project expenditures that is approved by IMLS for carrying out the purposes of the grant. When grantees or third parties support a portion of the project costs, the project budget includes the nonfederal as well as the federal share of project expenses.

The grantee shall obtain prior written approval from the IMLS program officer whenever a budget revision is necessary because of

- a. a change in the scope or objectives of the project (see Article 6)
- b. the transfer to a third party (by contracting, or other means) of any work under a grant;¹
- c. the addition of costs that are specifically disallowed by the terms and conditions of the grant award or for which the applicable cost principles require prior approval, e.g. the purchase of equipment, participant support costs, publication and printing costs, foreign travel;
- d. the transfer of funds among direct costs categories, or, if applicable, among separately budgeted programs, projects, functions or activities, when the federal share of project costs exceeds \$100,000 and the cumulative amount transferred exceeds 10 percent of the current approved budget: or
- e. the transfer of funds from stipends or training allowances to other budget categories.

All requests for budget revisions shall be signed by the authorizing official and submitted to the IMLS program officer.

Within 30 calendar days from the date of receipt of the request for budget revision, IMLS will review the request and notify the grantee whether or not the budget revision has been approved. If the budget revision is still under consideration at the end of 30 calendar days, IMLS will inform the grantee in writing of the date by which the grantee may expect a decision.

¹ IMLS approval is not required for third-party transfers that were described in the approved project plan, or for the purchase of supplies, materials, or general support services

9. Cost Sharing and Cost-Sharing Records

Grantees are required to share in project expenses at the level indicated in the approved project budget. They must also maintain auditable records of all project costs whether they are charged to grant funds or supported by cost-sharing contributions.

All cash and in-kind contributions to a project that are provided by the grantee or by a third party are acceptable as the grantee's cost sharing when such contributions are

- verifiable from the grantee's records;
- not included as contributions for any other federally-assisted program;
- necessary and reasonable for the proper and efficient accomplishment of project objectives;
- types of charges that would be allowable under the applicable cost principles;
- used to support activities that are included in the approved project work plan; and
- incurred during the grant period.

Contributions, such as property, space, or services that are provided to a project by the grantee are to be valued in accordance with the applicable federal cost principles and **not** on the basis of what would normally be charged for the use of these items or services.

When the grantee's cost sharing includes third-party in-kind contributions, the basis for determining the valuation of volunteer services and donated property or space must be documented and must conform to the principles set out below:

- a. Volunteer services shall be valued at rates consistent with those ordinarily paid for similar work within the grantee organization. If the grantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount of fringe benefits may be included in the valuation.
- b. When an employer furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits that is reasonable), provided these services involve the same skills for which the employee is normally paid.
- c. The value of donated equipment shall not exceed the fair market value of equipment of the same age and condition at the time of donation, and the value of loaned equipment shall not exceed its fair rental value.
- d. The value of donated space shall not exceed the fair rental value of comparable space, as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.
- e. The value assigned to donated supplies or other expendable property should be reasonable and should not exceed the fair market value of the property at the time of donation.

10. Payments and Interest

Grantee organizations shall use Standard Form 270 to request payment. To expedite payment, IMLS recommends that grantees fax this form to the Office of Grants Administration at 202-653-4604. The mailing address is:

Office of Grants Administration
Institute of Museum and Library Services
1800 M Street, NW / 9th Floor
Washington, DC 20036-5802

Unless it is stated otherwise in the special terms and conditions of an award notification, grantees will be authorized to be paid on an advance basis and payment will be effected through electronic funds transfer. Whenever possible, advances should be consolidated to cover the anticipated cash needs for all IMLS awards to the grantee and should be deposited and maintained in insured accounts. Grant funds that have been paid to the grantee but are unspent at the end of the grant period must be returned to the IMLS Office of Grants Administration.

Grantees are also encouraged to use women-owned and minority-owned banks (banks that are owned at least 50 percent by women or minority group members).

Frequency of Requests. Grantees may submit payment request whenever grant funds are needed. Requests for advance payment should be submitted no earlier than fifteen working days prior to the beginning of the period for which the funds are requested. Grantees that fax payment request to IMLS can expect payment via electronic transfer within five workdays.

Limitations on Advance Payments. Grantees may request advance payments of up to \$25,000 to cover anticipated expenditures of IMLS grant funds for a 90-day period. When the request for advance payment exceeds \$25,000, the request must be limited to what the grantee plans to expend in grant funds in the next 30-day period. To avoid possible delays in processing a payment request, grantees should explain unusually high payment requests when they are submitted to IMLS.

Interest on Advances. All grantees, except states (see definition in Glossary of Terms), are required to maintain advances of federal funds in interest-bearing accounts unless the grantee receives less than \$120,000 per year in advances of grant funds or the most reasonably available interest-bearing account would not earn more than \$250 per year on the federal cash balance, or would entail bank services charges in excess of the interest earned.

Interest in excess of \$250 a year that is earned on advanced payments shall be remitted annually to the Department of Health and Human Services. If possible, interest should be

remitted through an electronic medium such as the Remittance Express (REX) Deposit system. Grantees that do not have this capability should make payment by check, identify it as interest earned on advances of IMLS funds, and mail it to the HHS Payment Management System, P.O. Box 6021, Rockville, MD 20852.

11. Reporting Requirements

A final performance report and a final Financial Status Report shall be submitted to the IMLS Office of Grants Administration within 90 days after the completion date of the grant period. A schedule of due dates for interim and final reports will be found on the last page of the grant award. Failure to submit reports on a timely basis may result in delayed payments and the suspension of action on pending applications from the grantee organization.

Because IMLS is still experiencing delays in receiving materials sent through the regular mail, grantees are encouraged to fax financial reports to the Grants Administration Office (202-653-4604). Performance reports of 20 pages or less may be faxed or e-mailed to IMLS at imlsreporting@imls.gov. Performance reports of more than 20 pages should be sent through the U.S. Postal Service or another delivery service to

Office of Grants Administration
Institute of Museum and Library Services
1800 M Street, NW / 9th Floor
Washington, DC 20036-5802

It should be noted that when a signed financial report is faxed to IMLS, the grantee is required to retain the original report in accordance with the standards set forth in Article 14 (Record Retention) of these General Terms and Conditions for IMLS Discretionary Awards.

12. Financial Management Standards

The financial management systems of grantee organizations and their subrecipients must meet the following standards:

Accounting System. Grantee organizations and their subrecipients must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each federally sponsored project. Accounting records must contain information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly.

Cash contributions to the project from third parties must be accounted for in the general ledger with other grant funds. Third party in-kind (non-cash) contributions are not

required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger.

Source Documentation. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the grant and general ledger accounts which are to be charged or credited.

The documentation required for salary charges to grants is prescribed by the cost principles applicable to the grantee organization (see Article 5).

For grantees subject to OMB Circular A-21 (educational institutions), documentation for salary charges shall be based on either a system of monitored workload or a system of personnel activity reports for professional or professorial staff. Nonprofessional employees must keep personnel activity reports.

For grantees subject to OMB Circular A-122 (nonprofit organizations), documentation for all salary charges shall be based on a system of personnel activity reports.

For grantees subject to OMB Circular A-87 (state and local governments), documentation for salary charges shall be based on a system of personnel activity reports unless an employee is working solely on a single federal award. In this case, the charge for salary will be supported by a certification signed by the employee or the supervisor.

Personnel activity reports shall account on an after-the-fact basis for one hundred percent of the employee's actual time, separately indicating the time spent on the IMLS grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of the grantee organization.

If third party in-kind (non-cash) contributions are used on a project, the valuation of these contributions must be supported with adequate documentation (see Article 9).

Internal Control. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantees must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes.

Grantees must also have systems in place that ensure compliance with the terms and conditions of each grant award.

Budget Control. Records of expenditures must be maintained for each grant project by the cost categories of the approved budget (including indirect costs that are charged to the project), and actual expenditures are to be compared with budgeted amounts no less frequently than quarterly. IMLS approval is required for certain budget revisions (see Article 8)

Allowable Costs. The applicable OMB cost principles, the *General Terms and Conditions for IMLS Discretionary Awards*, and any special conditions of the grant award shall govern the determination of the reasonableness, allowability, and allocability of project costs.

Cash Management. Grantees must also have written procedures to minimize the time elapsing between the receipt and the disbursement of grant funds to avoid having excessive federal funds on hand. Requests for advance payment shall follow the guidelines set forth in Article 10.

Grantees must insure that all grant funds are obligated during the grant period and paid no later than 90 days after the end of the grant period.

13. Audit Requirements

A grantee or a subrecipient must obtain an audit, as required by the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), and comply with the requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," if it expends in the aggregate of \$500,000 or more in federal funds on financial assistance awards or cost-reimbursement contracts in any fiscal year ending after December 31, 2003². (Copies of A-133 may be obtained from the IMLS website (http://www.imls.gov/grants/current/crnt_legref.htm) or by contacting the IMLS Office of Grants Administration.)

14. Record Retention

Financial records, supporting documentation, statistical records, and all other records pertinent to the grant shall be retained by the grantee for three years from the date of submission of the final Financial Status Report. When the conditions of a grant award require the grantee to report program income, records relating to program income shall be retained for three years from the date of submission of the last required income report.

If the three-year retention period is extended because of audits, appeals, litigation, or the settlement of claims arising out of the performance of the project, the records shall be retained until such audits, appeals, litigation, or claims are resolved. Unless court action

² For fiscal years ending before December 31, 2003, the requirements of OMB Circular A-133 applied whenever the grantee expended \$300,000 or more in federal funds within a fiscal year.

or audit proceedings have been initiated, the grantee may substitute microfilm copies of original records.

IMLS, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the grantee and its subrecipients to make audits, examinations, excerpts, transcripts, and copies. Further, any contract in excess of the simplified acquisition threshold (currently \$100,000) that is negotiated by the grantee for the purposes of carrying out the grant project shall include a provision to the effect that the grantee, IMLS, the Comptroller General, or any of their duly authorized representatives shall have access for similar purposes to any records of the contractor that are directly pertinent to the project.

15. Equipment

For the purpose of this Article, equipment is defined as tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The purchase of equipment not included in the approved project budget is allowable only if it is specifically approved by IMLS and there is documentation to support that the purchase is necessary and reasonable to carry out project activities.

Equipment records must be maintained that include the description of the equipment, the serial number or other identification number, the source of equipment, the title holder, the acquisition date, the cost of the equipment, the location, use, and condition of the equipment, and any ultimate disposition data including the date of disposal and the sale price of the equipment. A physical inventory of the equipment must be taken and the results reconciled with the equipment records at least once every two years.

16. Title to Equipment

Title to equipment purchased or fabricated with IMLS funds shall be vested in the grantee organization with the understanding that the equipment will be used for the project for which it was obtained. IMLS may reserve the right to request the transfer of title to the federal government or to a third party when the current per unit fair market value of the equipment is \$5,000 or more and the equipment is no longer needed to carry out the purposes of the project or other projects funded by government agencies.

17. Supplies

Title to supplies and other expendable property shall vest in the grantee upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other federally-sponsored project or program, the grantee shall retain the supplies for use on non-federal sponsored activities or sell them, but shall in either case compensate the federal government for its share.

18. Travel Costs

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by those who are on official business attributable to work under a grant.

Such costs may be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs, or on a combination of the two, provided the method used results in charges consistent with those normally allowed by the grantee in its regular operation, as set forth in its written travel policy.

Airfare costs in excess of the lowest available commercial discount or customary standard (coach) airfare are unallowable unless such accommodations are not reasonably available to accomplish the purpose of travel.

19. Foreign Travel

For the purposes of these provisions, foreign travel is defined as any travel outside the United States, its territories and possessions, and Canada. Each separate foreign trip must be itemized in the budget approved by IMLS. Foreign travel that is not included in the approved project budget must be specifically approved in writing by the appropriate IMLS program officer.

All air transportation of persons or property that is paid in whole or in part with IMLS funds must be performed on a U.S. flag air carrier or under a code sharing arrangement with a U.S. flag carrier. The airline tickets (or the documentation for electronic tickets) must identify the U.S. flag air carrier's designator code and flight number.

(See Item 3 in the Appendix for an explanation of when the use of a foreign-flag air carrier would be justified.)

20. Dissemination of Project Results

Grantees are expected to publish or otherwise make publicly available the results of work conducted under a grant. Unless otherwise specified in the award documents, Three copies of any published material resulting from grant activities should be forwarded to the appropriate IMLS program officer as soon as it becomes available. This material should be labeled with the identifying IMLS grant number.

All publication and distribution agreements shall include provisions giving the government a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the material for Federal purposes and requiring the acknowledgment of IMLS support. The publication shall also include the disclaimer contained in Article 21 of these General Grant Provisions for Organizations.

21. Acknowledgment of Support and Disclaimer

Unless advised to the contrary, all materials publicizing or resulting from grant activities shall contain an acknowledgment of IMLS support. The acknowledgment shall also include the following statement: "Any views, findings, conclusions or recommendations expressed in this (publication) (program) (exhibition) (website) do not necessarily represent those of the Institute of Museum and Library Services."

22. Intangible Property

a. The grantee may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under the grant. IMLS reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use these materials for Federal purposes and to authorize others to do so (see §__36. Intangible Property, OMB Circular A-110 and 45 CFR § 1183.34 Copyrights).

b. Grantees that are awarded funds for experimental, developmental, or research work are subject to the regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

c. In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a grant that were used by the Federal Government in developing an agency action that has the force and effect of law, IMLS shall request, and the grantee shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.

23. Data Collection

Data collection activities performed under a grant are the responsibility of the grantee, and IMLS support of the project does not constitute approval of the survey design, questionnaire content, or data collection procedures. The grantee shall not represent to respondents that such data are being collected for, or in association with, IMLS or any other government agency without the specific written approval of the data collection plan or device by IMLS. However, this requirement is not intended to preclude mention of IMLS support of the project in response to an inquiry or acknowledgment of such support in any publication of this data.

IMLS has the right to (1) obtain, reproduce, publish or otherwise use the data first produced under a grant; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

24. Program Income

Program income is money that is earned or received by a grantee or a subrecipient from the activities supported by grant funds or from products resulting from grant activities. It includes, but is not limited to, income from fees for services performed and from the sale of items fabricated under a grant; usage or rental fees for equipment or property acquired under a grant; admission fees; broadcast or distribution rights; and license fees and royalties on patents and copyrights. The federal share of program income is determined by the percentage of total project costs that are supported by IMLS

a. Income Earned During the Grant Period

The federal share of program income earned during the grant period shall be retained by the grantee and, unless the grant award specifies how such income will be used, the grantee must use it in one or more of the following ways:

- (1) It may be added to the existing project funds and used to further eligible project objectives;
- (2) It may be used to meet the grantee's cost-sharing requirement; or
- (3) It may be deducted from the total allowable costs to determine the net allowable project costs that may be charged to the IMLS grant.

A report of program income earned during the grant period must be submitted with the final Financial Status Report whenever program income is actually earned during the grant period or when the special conditions of the grant award specifically require such a report. The report shall indicate the total amount of program income that was earned and how it was used. As long as the costs that are incidental to the generation of program income are not charged to the grant or included in the grantee's cost sharing, they may be deducted from gross program income to determine the amount of program income that is subject to the requirements of this Article.

b. Income Earned After the Grant Period

Unless otherwise stated in the grant award, the grantee shall have no obligation to the federal government regarding program income earned after the end of the grant period.

25. Nondiscrimination

IMLS grants and cooperative agreements are subject to the provisions of:

- (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 et seq.), which prohibits discrimination on the basis of race, color, or national origin;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 et seq.), which prohibits discrimination on the basis of disability;
- (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-83, 1685-86), which prohibits discrimination on the basis of sex in education programs; and

(d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age.

26. Debarment and Suspension

At the time of application, the authorizing official will certify, on behalf of the applicant, that to the best of his or her knowledge and belief that the applicant and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or in connection with a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

27. Drug-Free Workplace Requirements

When an application is submitted to IMLS, the authorizing official of the applicant institution shall certify that the applicant will or will continue to provide a drug-free workplace by:

(a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the action that will be taken against employees for violation of such prohibition;

(b) establishing an ongoing drug-free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee's policy of maintaining a drug-free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed on employees for drug abuse violations occurring in the workplace;

(c) making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) abide by the terms of the statement; and

(2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;

(e) notifying the agency in writing within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices.

Notices shall include the identification number(s) of each affected grant;

(f) taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee who is so convicted:

(1) taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 et seq.); or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law or other appropriate agency; and

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The applicant shall either identify the site(s) for the performance of work done in connection with the project in the application material or shall keep this information on file in its office so that it is available for federal inspection. The street address, city, county, state, and zip code should be provided whenever possible.

28. Lobbying Activities

When applying for more than \$100,000 in federal funding, the authorizing official must certify, to the best of his or her knowledge and belief that:

(a) no federal appropriated funds have been paid or will be paid, by or on behalf of the authorizing official, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

(b) if any funds other than appropriated federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the authorizing official shall request, complete, and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) the authorizing official shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

IMLS is required by the provisions of its appropriations act to include the text of 18 U.S.C. 1913 in all of its grant and contract documents.

Text of 18 U.S.C. 1913:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designated to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

29. Indebtedness to the Federal Government

The authorizing official, on behalf of the applicant, certifies to the best of his or her knowledge and belief that the applicant is not delinquent in the repayment of any federal debt.

30. Research Misconduct

Research misconduct is defined as the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. The grantee institution bears primary responsibility for prevention and detection of research misconduct and for the inquiry, investigation, and adjudication of research misconduct alleged to have occurred in association with its own institution.

If an allegation of research misconduct is first made to the grantee institution, the grantee institution will notify IMLS Grants Administration Office if the allegation meets the definition of research misconduct given above and the grantee institution's inquiry into the allegation determines there is sufficient evidence to proceed to an investigation. At any time during an inquiry or investigation, the grantee will immediately notify the Institute if

- IMLS resources or interests are threatened,
- public health or safety is at risk;
- research activities should be suspended;
- there is a reasonable indication of possible violations of civil or criminal law;
- Federal action is required to protect the interests of those involved in the investigation;
- the grantee believes the inquiry or investigation may be made public prematurely so that appropriate steps can be taken to safeguard evidence and protect the rights of those involved; or
- the research community or public should be informed.

IMLS will make a finding of misconduct or take action on such a finding only after careful inquiry and investigation by a grantee institution, by another Federal agency, or by IMLS. In the event of a finding of research misconduct, IMLS will determine what administrative actions are appropriate.

The *IMLS Research Misconduct Policy* is available upon request from the IMLS program staff or the Grants Administration Office and is also available on the IMLS website. Possible misconduct in activities funded by IMLS should be reported to the IMLS Grants Administration Office.

31 Termination

Grants may be terminated in whole or in part

- a. by IMLS, if a grantee materially fails to comply with the terms and conditions of an award;
- d. by the IMLS with the consent of the grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion of the project to be terminated; or
- e. by the grantee upon sending to IMLS written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion of the project to be terminated. However, if IMLS determines that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made, it may terminate the grant in its entirety either unilaterally or with the consent of the grantee.

When IMLS determines that a grantee has failed to comply with the terms of the grant award, IMLS may suspend or terminate the grant for cause. Normally, this action will be taken only after the grantee has been notified of the deficiency and given sufficient time to correct it, but this does not preclude immediate suspension or termination when such action is required to protect the interests of the government.

In the event that a grant is suspended and corrective action is not taken within 90 days of the effective date, IMLS may issue a notice of termination. No costs that are incurred during the suspension period or after the effective date of termination will be allowable except those that are specifically authorized by the suspension or termination notice or those that, in the opinion of IMLS, could not have been reasonably avoided.

Within 30 days of the termination date, the grantee shall furnish to IMLS a summary of progress achieved under the grant, an itemized accounting of charges incurred against grant funds and cost sharing prior to the effective date of the suspension or termination, and a separate accounting and justification for any costs that may have been incurred after this date.

32. Termination Review Procedures

A grantee who has received a notice of termination may request IMLS review of the termination action. The request must be postmarked no later than 30 days after the date of the termination notice and should be addressed to the Director, Institute of Museum and Library Services, 1800 M Street, NW., 9th Floor, Washington, D.C. 20036-5802.

The request for review must contain a full statement of the grantee's position and the pertinent facts and reasons that support such a position. The Director will promptly acknowledge the request for review and appoint a review committee of at least three staff members. Pending the resolution of the review, the notice of termination will remain in effect.

None of the review committee members may be from the IMLS program or administrative staff that recommended termination or was responsible for monitoring the programmatic or administrative aspects of the grant. The committee will have full access to all relevant IMLS background materials. The committee may also request the submission of additional information from the grantee or IMLS staff and, at its discretion, may meet with representatives of both groups to discuss the pertinent issues. All review activities will be fully documented by the committee. Based on its review, the committee will present its written recommendation to the Director, who will advise the parties concerned of the final decision.

33. Resolution of Conflicting Conditions

Should there be any inconsistency between these general terms and conditions and the special terms of the grant or cooperative agreement, the latter shall govern.

Appendix

1. Procurement Standards

NOTE: The standards contained in this section do not relieve the grantee of the contractual responsibilities arising under its contracts. The grantee is the responsible authority, without recourse to IMLS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of a grant or other agreement. Matters concerning the violation of a statute are to be referred to such federal, state, or local authority as may have proper jurisdiction.

When procuring property or services under a grant, the grantee's procurement policies must adhere to the standards set forth below. Subrecipients of grant funds are subject to the same policies and procedures as the grantee.

a. The grantee will maintain a system for contract administration that ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Grantees shall evaluate contractor performance and document, as appropriate, whether or not contractors have met the terms, conditions, and specifications of the contract.

b. A written standard of conduct for awarding and administering contracts shall be maintained by the grantee. No employee, officer, or agent of the grantee shall participate in the selection, or in the awarding or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for a contract: the employee, officer, or agent; any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the preceding.

The officers, employees, and agents of the grantee will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, the grantee may set standards governing when the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the grantee.

c. All procurement transactions will be conducted in a manner to provide, to the maximum extent practical, open and free competition. The grantee should be alert to organizational conflicts of interest or noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to insure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals should be excluded from competing for such procurements.

Awards shall be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to the grantee, price, quality, and other factors considered. Solicitations shall clearly set forth all requirements that the bidder/offeror must fulfill in order for the bid/offer to be evaluated by the grantee. When it is in the grantee's interest to do so, any bid/offer may be rejected.

d. All grantees shall establish written procurement procedures that meet the requirements set forth in the Appendix to these general grant provisions.

The following section also contains the provisions that **must be included in procurement contracts** when applicable.

2. Contract Provisions

a. Grantee contracts in excess of the simplified acquisition threshold (currently \$100,000) must provide for:

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and such remedial actions as may be appropriate.

(2) Termination for cause and for convenience by the grantee, including the manner by which it will be effected and the basis for settlement. In addition, these contracts shall also contain a description of the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

(3) Access by the grantee, IMLS, the Comptroller General of the United States, or any other duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

b. All contracts, including small purchases, shall contain the following provisions as applicable:

(1) Equal Employment Opportunity

All contracts awarded by grantees and their contractors and subrecipients having a value of more than \$10,000 must contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

(2) Rights to Inventions and Materials Generated Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Government and the recipient in any resulting

invention in accordance with 37 CFR Part 401 and any implementing regulations issued by the awarding agency.

(3) Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as Amended

Contracts of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal sponsoring agency and the Regional Office of the Environmental Protection Agency (EPA).

(4) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more must file a certification with the grantee stating that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, cooperative agreement, loan, or any other award covered by 31 U.S.C. 1352. Such contractors must also disclose to the grantee any lobbying that takes place in connection with obtaining any Federal award.

(5) Debarment and Suspension (E.O. 12549 and 12689)

No contracts shall be made to parties listed on the General Services Administration's Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689. These lists contain the names of contractors debarred, suspended, or proposed for debarment by agencies, and contractors declared ineligible under other statutory or regulatory authority other than Executive Order 12549.

Grantees are required to obtain a certification regarding debarment and suspension from all subrecipients and from all parties with whom they contract for goods or services when (1) the amount of the contract is \$100,000 or more, or (2) when, regardless of the amount of the contract, the contractor will have a critical influence or substantive control over the covered transaction. Such persons would be project directors and providers of federally-required audit services.

3. Use of Foreign-Flag Air Carriers

The fact that comparable service provided by a foreign-flag carrier is less expensive, more convenient, or can be paid for with excess foreign currency is not sufficient justification for using a foreign flag carrier that does not have a code-sharing arrangement with a U.S. flag air carrier.

The following **general rules** apply unless their application would result in the first or last leg of travel from or to the U.S. being performed by a foreign-flag air carrier:

- (a) a U.S.-flag air carrier shall be used to destination or, in the absence of direct or through service, to the farthest interchange point on a usually traveled route.
- (b) if a U.S.-flag air carrier does not serve an origin or interchange point, a foreign-flag air carrier shall be used only to the nearest interchange point on a usually traveled route to connect with a U.S. flag air carrier.
- (c) a U.S.-flag air carrier involuntarily reroutes the traveler via a foreign-flag air carrier, the foreign-flag air carrier may be used notwithstanding the availability of alternative U.S.-flag air carrier service.

Use of Foreign-Flag Air Carriers.

1. Travel To and From the U.S.

Use of a foreign-flag air carrier is permissible if:

- (a) the airport abroad is the traveler's origin or destination airport, and use of U.S.-flag air carrier service would extend the time in a travel status by at least 24 hours more than travel by a foreign-flag air carrier; or
- (b) the airport abroad is an interchange point, and use of U.S.-flag air carrier service would increase the number of aircraft changes the traveler must make outside of the U.S. by 2 or more, would require the traveler to wait four hours or more to make connections at that point, or would extend the time in a travel status by at least six hours more than travel by a foreign-flag air carrier.

2. Travel Between Points Outside the U.S.

Use of a foreign-flag air carrier is permissible if:

- (a) travel by a foreign-flag air carrier would eliminate two or more aircraft changes en route;
- (b) travel by a U.S.-flag air carrier would require a connecting time of four hours or more at an overseas interchange point; or
- (c) the travel is not part of the trip to or from the U.S., and use of a U.S.-flag air carrier would extend the time in a travel status by at least six hours more than travel by a foreign-flag air carrier.

3. Short Distance Travel.

For all short distance travel, regardless of origin and destination, use of a foreign-flag air carrier is permissible if the elapsed travel time on a scheduled flight from origin to destination airport by a foreign-flag air carrier is three hours or less and service by a U.S.-flag air carrier would double the travel time.

EXHIBIT B

**To the Subaward between
The Board of Trustees of the University of Illinois
and
Pew Research Center**

Subaward No. 2006-00277-01

Pew Research Center

Statement of Work

The money for from this subcontract will be used for the public opinion surveys for the IMLS grant. Princeton Survey Research Associates International will be conducting and handling these surveys.

The \$10,000 in cost share is the time put in by the Lee Raine, Director Pew Internet

The budget of \$170,900 will be paid as a subcontract with Princeton Survey Research Associates International.

PEW / INTERNET

PEW INTERNET & AMERICAN LIFE PROJECT

1615 I Street, NW, Suite 700
Washington, DC 20036-5610

Telephone: 202 419 4500
Facsimile: 202 419 4505
www.pewinternet.org

Leigh S. Estabrook
Director Library Research Center
Graduate School of Library and Information Science
University of Illinois at Urbana-Champaign
501 East Daniel
Champaign, IL 61820

7/13/05

Dear Leigh:

This letter is to confirm the enthusiastic participation of the Pew Internet & American Life Project in the grant application being made to the Institute of Museum and Library Services for a national research study on individuals with limited access to the Internet resources. The grant proposal will focus on research to determine the degree to which such individuals might use library Internet access as a means to access government information.

The Pew Internet & American Life Project hopes to be involved in shaping a survey on this topic ~~and~~ helping analyze the results of the survey. We also hope to be able to use our extensive network of contacts in the national and international media and in policy circles in Washington to disseminate the results of survey.

Sincerely,



Lee Rainie
Director

Lee Rainie
Director
Pew Internet & American Life Project

Lee Rainie is the Director of the Pew Internet & American Life Project, a research center that examines the social impact of the internet – or, how people's internet use is affecting families, communities, health care, education, civic/political life, and work places.

Since its creation in early 2000, the project has issued more than 100 reports about Americans' use of the internet. The research findings often center on the Project's regular monitoring of online life, including the ways in which their behavior changes as they gain more experience on the internet. In addition, Project reports have dealt with such topics as:

- the impact of people's use of email on their key relationships
- how people use the internet to extend their social networks and use those networks for social and economic advancement
- the way that Internet users act on the health information they get online
- the impact of the internet on campaigns, elections, and Americans' overall civic life
- how broadband connections change people's online lives
- the impact of spam and spyware on people's online experiences
- Americans' attitudes about trust and privacy online
- the rise of music and movie file sharing online and American attitudes towards copyright
- the way people use the internet during significant news moments such as the 9/11 terror attacks and the start of the Iraq war
- the way teenagers and college students use the internet
- how senior citizens use the internet
- the durability and usefulness of online communities
- the degree to which people are using the internet to filter political and issue-related information
- the reasons why people do not have internet access
- the rise of blogs and podcasting
- how local elected officials, mayors and city council members, use the internet
- the way artists use the internet
- how churches use email and Web sites and how people get religious information online
- how email use has changed U.S. workplaces
- how the internet will evolve in the next decade.

The reports have been covered extensively by global media organizations and Project researchers are often sought for expert analysis on online developments. Among the news outlets that regularly cover Project findings: The New York Times, Washington Post, Wall Street Journal, Los Angeles Times, Chicago Tribune, Boston Globe, Miami Herald, Atlanta Journal-Constitution, San Francisco Chronicle, San Jose Mercury, Orlando Sentinel, Houston Chronicle, Dallas Morning News, St. Louis Post-Dispatch, Minneapolis Star, Time, Newsweek, U.S. News & World Report, the major network and cable newscasts, National Public Radio, and scores of other major newspapers, radio stations, and magazines. Project staff have testified before Congress, and given briefings and presentations to White House officials, several government commissions, the Federal Communications Commission, the Federal Trade Commission, the U.S. Departments of Commerce, Health and Human Services, Agriculture, the U.S. Conference of Governors, the National Institutes of Health, and dozens of local, state, and federal officials. The project's research reports and data can be found at <http://www.pewinternet.org/>.

Rainie has lectured about the Project's work at Harvard University, the University of Pennsylvania, University of California-Berkeley, Penn State, Syracuse University, Michigan State, the University of Minnesota, the University of Georgia, the University of California-Irvine, University of California-Davis, University of Illinois-Chicago, American University, George Washington University, Elon University, Babson University, and Franklyn and Marshal College.

Prior to receiving the grant, Rainie was managing editor of U.S. News & World Report. He is a graduate of Harvard University and has a master's in political science from Long Island University.

He is a member of the International Academy of Digital Arts and Sciences, which administers the Webby awards for outstanding Web sites. He also sits on the advisory boards to the communications departments at the University of Minnesota, Elon University in North Carolina, and Michigan Virtual University. He is also on the board of NASA's Mars Public Engagement Program and advisory board for the National Cancer Institute's public education campaign.

He is married and has four children.



Scope of Work October 17, 2005

Princeton Survey Research Associates International will design, manage and execute two, linked public opinion surveys.

The first survey will consist of telephone interviews with 2,000 adults age 18 and over. The interviews will average 15 minutes in length. The survey will follow a 10-call design. PSRAI will acquire the telephone sample from its usual vendor.

The second survey will consist of telephone interviews with 500 adults with low access to the Internet. The sample for this survey will be drawn from previous surveys conducted for the Pew Internet and American Life Project using the operational definition of low-access as having only dial-up access to the internet at home. This survey is expected to average 19 minutes in length. Again, we would use a 10-call design.

For both surveys, PSRAI will and monitor the actual telephone interviewing at a field house to be selected by PSRAI. PSRAI will clean weight and deliver the data, annotated toplines and a methodological report.

Project Budget		
	General Population Survey	Callback Survey
Design/Management	\$21,000	\$19,600
Field Costs and Supervision	\$65,600	\$ 34,150
Sample	\$3,300	\$5,550
Data Processing	\$11,100	\$10,600
Totals	\$101,000	\$69,900
Overall Total		\$170,900

Should an additional 400 interviews be desired in the general population survey, the additional cost would be \$20,000, for an overall total of \$190,900.

Princeton • 911 Commons Way • Princeton, New Jersey 08540 • (609) 924-9204 • Fax (609) 924-7499
Washington • 1211 Connecticut Avenue, NW • Suite 305 • Washington, DC 20036 (202) 293-4710 • Fax (202) 293-4757

**ATTACHMENT 1
SPECIAL PROVISIONS
UI FORM**

Certifications, Clauses, and/or Regulations

IF CHECKED, THE FOLLOWING CERTIFICATIONS, CLAUSES, AND/OR REGULATIONS ARE INCORPORATED BY REFERENCE IN THIS SUBAWARD WITH THE SAME FORCE AND EFFECT AS THOUGH HEREIN SET FORTH IN FULL TEXT. REFERENCES TO REGULATIONS ARE AS OF THE DATE OF THIS SUBAWARD.

[If Subaward is awarded under a federally sponsored Grant or Cooperative Agreement, the terms and conditions of OMB Circular A-110, "Uniform Administrative Requirements for grants and Agreements With Educational Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," if applicable, are incorporated herein]

CERTIFICATIONS – ILLINOIS

- The Subawardee certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E or a similar law of another state.
- The Subawardee certifies that it is not barred under 30 ILCS 500/50-5(a) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.
- If the Subawardee is an individual, the Subawardee certifies that he/she is not in default for a period of six (6) months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).
- Subawardee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582/1). This Act applies to contracts of \$10,000 or more.
- The Subawardee certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 (delinquent in the payment of any debt to the State) and 50-12 (failing to collect or remit Illinois Use Tax on all sales of tangible personal property in accordance with the Illinois Use Tax Act). The Subawardee further acknowledges that the University may declare the contract void if the preceding certification is false or if the Subawardee, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- The Subawardee certifies in accordance with 30 ILCS 583/10 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- The Subawardee certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony and further certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The Subawardee acknowledges that the University shall declare the contract void if this certification is false.

- The Subawardee certifies in accordance with 30 ILCS 500/50-14 that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Civil Penalties of the Environmental Protection Act (415 ILCS 5) for a period of five years prior to the date of the bid or contract. The Subawardee acknowledges that the University may declare the contract void if this certification is false.
- The Subawardee certifies that it is in compliance with the Drug Free Workplace Act (30 ILCS 580) as of the effective date of this Contract. The Drug Free Workplace Act requires, in part, that contractors with twenty-five (25) or more employees certify and agree to take steps to ensure a drug-free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

- Subawardee certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding award of this subaward been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
 - (d) Have not within a three-year period preceding award of this subaward had one or more public transactions (Federal, State or Local) terminated for cause or default.

ANTI-KICKBACK ACT OF 1986 (Applicable to federally funded subawards only)

- The applicable provisions of the Anti-Kickback Act of 1986, as set forth in FAR 3.502.2, FAR 3.502-3 and FAR 52.203-7 are hereby incorporated herein by reference. Subawardee certifies that it is in compliance with said Act.

CERTIFICATION REGARDING LOBBYING (Applicable to Federal Subawards only)

- Subawardee certifies, to the best of its knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subawardee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subawardee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subawardee shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- The Subawardee agrees to comply with applicable provisions of the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The Subawardee shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Subawardee agrees to incorporate this clause into all Subcontracts under this Contract.

COST PRINCIPLES

The allowability of costs under this Subaward shall be determined in accordance with the following:

FEDERAL ACQUISITION REGULATIONS

- Subawards with Educational Institutions - FAR, Subpart 31.3
- Subawards with State and Local Governments - FAR, Subpart 31.6
- Subawards with Non-Profit Organizations - FAR, Subpart 31.7
- Subawards with Commercial Organizations - FAR, Subpart 31.2

OMB CIRCULARS

- OMB Circular A-21 Cost Principles for Educational Institutions
- OMB Circular A-110 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations
- OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Government

AUDIT OF BOOKS

- This agreement is subject to the provisions of OMB Circular A-133 "Audits of States, Local Governments, and Other Non-Profit Institutions." If required by the provisions of A-133, Subawardee shall have an audit performed, and report(s)/certification(s), as applicable, submitted to the University no later than (9) months following the end of the Subawardee's fiscal year.
- Financial reports, supporting documents and other records pertinent to this agreement shall be retained by the Subawardee for a period of three (3) years from the date of final payment except that records that relate to audits, appeals, litigation or the settlement of claims arising out of

performance of this agreement shall be retained until such audits, appeals, litigation or claims have been disposed of.

- Notwithstanding any other conditions of this agreement, the records and financial statements of the Subawardee shall be reasonably made available upon request, at the Subawardee's regular place of business, for examination, as appropriate, by the University, the Comptroller General of the United States of America, the Inspector General of the Federal Sponsoring Agency, the Auditor General of the State of Illinois, or their duly authorized representative(s).

ASSIGNMENTS

This Agreement may not be assigned by either party without the prior written consent of the other, which consent will not be unreasonably withheld.

SUBCONTRACTING PLAN (applicable to subawards when the expected total amount is \$550,000 and greater, and where the Prime Award is a Contract).

- If applicable, Subcontracting Plan dated (_____) is incorporated herein by reference.

TERMINATION

- University and/or Subawardee may terminate this Subaward by giving written notice to the other party. If University terminates this Subaward, upon receipt of such notice, Subawardee shall cease incurring costs under this Subaward and take action to cancel all outstanding obligations which can be reasonably cancelled. Within 30 days of the effective date of the termination, Subawardee shall submit a termination claim to University. In the event University terminates this Subaward, Subawardee shall be entitled to reimbursement for all allowable costs incurred to the date of termination and for all noncancellable obligations up to, but not to exceed, the estimated cost of this Subaward.
- If Subawardee terminates this Subaward, it shall provide University with the effective date and reason for such termination notice. Subawardee shall be entitled to an equitable reimbursement for all allowable costs incurred to the date of termination after evaluation of work completed to such date, and deliverables provided in accordance with the Statement of Work.

RESOLUTION OF DISAGREEMENTS AND DISPUTES

- The parties shall attempt to resolve disagreements and disputes of fact arising under this Subaward Agreement through informal discussions. In the event that informal discussions fail or are not used for such disagreements and disputes, the parties may thereafter pursue any remedy they may have, at law or in equity, in a court of competent jurisdiction.

REPORTS

- The Subawardee shall submit reports in such quantity and frequency as determined reasonably appropriate by the University's Project Director. Such reports shall note progress made toward achievement of the study objectives and any deviation from the schedules, methods, and tasks established in the research proposal and detailed work plan.
- The Subawardee shall submit reports as set forth in the Scope of Work and/or the proposal as incorporated into the subaward by reference.
- Other Reporting requirements as shown:

INTELLECTUAL PROPERTY

- Public Law 96-517 as amended by Public Law 98-620 and as implemented by corresponding

regulations (37CFR401), will govern the disposition of rights in any invention resulting from the work performed under this agreement if Subawardee is a Small Business Firm or Non-profit Organization. Subawardee agrees to do all things required to insure compliance with said Laws/Regulations as implemented by the Federal Agency funding this Agreement.

- Other Intellectual Property Clauses:

CONFLICT OF INTEREST

- The Subawardee agrees that it has a conflict of interest policy; namely, the Subawardee has a conflict of interest policy which requires disclosure and resolution of all conflicts of interest, potential and actual, which exist for those involved in the design, conduct and reporting of research under this agreement prior to acceptance of funding. The subawardee is responsible for informing its investigators of its conflict of interest policy and procedures, officials to review conflict of interest financial disclosures, managing conflicts, informing the University and the cognizant federal sponsor(s) of conflicts and remedying same, certifying in each proposal for funding that required conflict of interest policies are in place and that no conflicts exist related to the proposed project, notifying University and federal sponsor(s) of any post-award conflicts and otherwise complying in all other respects with all applicable federal regulations.

COST-SHARING

- If required by the University's Prime Award: Subawardee agrees to provide adequate documentation in support of any cost-sharing indicated in the Subawardee's proposal/budget attached hereto and/or incorporated herein by reference. Failure to provide such documentation may delay the University's ability to remit payments in response to Subawardee's billings submitted pursuant to this Subaward.

**INSTITUTIONAL
REPRESENTATIONS AND CERTIFICATIONS**

Please complete the following Representations and Certifications by checking the applicable statement(s).

1. CONTRACTING CERTIFICATION:

Under penalties of perjury, I certify that 20-0881724 is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Government Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Not-for-profit Corporation | <input type="checkbox"/> |
| <input type="checkbox"/> Medical and Health Care Services Provider Corporation | <input type="checkbox"/> |

please fill in tax-exempt ID # on both copies + return to see

2. ORGANIZATIONAL CONFLICTS OF INTEREST:

- There are no known organizational conflicts of interest.
- Information is provided as an appendix to the contract to disclose any conflict of interest.

3. REPRESENTATION. The offeror represents that the offeror has employees working for the offeror, the offeror:

- has has not

employed or retained any person or company to solicit or obtain this agreement; and

- has has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this agreement any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this agreement.

4. CERTIFICATION OF NONSEGREGATED FACILITIES. The offeror:

- does does not

maintain or provide to its employees any segregated facilities, and

- will will not

permit any of its employees to perform their service at any location under its control where segregated facilities are maintained.

5. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. The offeror:

has has not

participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114, and

has has not

filed all compliance reports.

6. AFFIRMATIVE ACTION COMPLIANCE. The offeror represents that it:

has has not

developed affirmative action programs required by the rules and regulations of the Secretary of Labor (CFR 60-1 and 60-2) which are on file at each establishment, or

has has not

previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

7. CLEAN AIR AND WATER CERTIFICATION. The offeror certifies that:

(a) Any facility to be used in the performance of this proposed agreement

is is not

on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The offeror will immediately notify the University, before award, of the receipt of any communication from the Administration, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities;

and

(c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subaward.

8. CURRENT COST OR PRICING DATA. If applicable, the offeror certifies that, to the best of their knowledge and belief, the cost or pricing data (as defined in DFARS 215.403-1(c)(4)(b)(2)) submitted, either actually or by specific identification in writing, to the Contracting office or to the contracting officer's representative in support of this project are accurate, complete, and current as of the effective date of this agreement. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

ATTACHMENT 2

The Subawardee may submit its invoice to the University upon receipt of a fully executed copy of this agreement. All invoices should be mailed to:

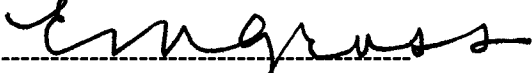
University of Illinois
c/o Grants and Contracts - PostAward
1901 S. First St., Suite A
Champaign, Illinois 61820
Attn: Lori Garwick

Payment Provisions:

- Cost Reimbursement** - Subawardee may submit invoices to the University not more frequently than monthly. Said invoice should state the period for which reimbursement is being requested and should itemize current and cumulative costs by budget category per the budget attached hereto. Indicate Grant Code A5429 and Subaward No. 2006-00277-01 on each invoice submitted for payment. Final invoice billing due 45 days after project expiration date.

Each invoice must contain the following certification (or reasonable version thereof):

"I certify that all expenditures reported (or payments requested) are for appropriate purposes and in accordance with the Agreements set forth in the application and award documents."



(Signature by appropriate Subawardee Representative)

Promptly after receipt of each invoice, the University shall make payment thereof except as provided herein.

In the event that any payments to the Subawardee under this Agreement are subsequently disallowed by Sponsor as items of costs of this agreement, the Subawardee shall repay the University, on demand, the amount of any such disallowed items or at the discretion of University, the University may deduct such amounts from subsequent payments to be made to the Subawardee hereunder, without prejudice, however, to the Subawardee's right thereafter to establish the allowability of any such item of cost under the agreement.

- Fixed Price** - In accordance with the following schedule or attachment:

Indicate Grant Code on invoice(s) submitted for payment.