

LSTA TERMS AND CONDITIONS AGREEMENT

Lawton Public Library

Insert Organization Name

Participation in this grant involves an agreement to accept and adhere to the following regulations and conditions:

The sub-recipient will fulfill the terms described in the contract. In fulfilling this contract, the sub-recipient shall follow all state and local laws, rules, regulations, standards, and procedures required subject to Federal statutes, and regulations including, but not limited to these Terms and Conditions.

Nondiscrimination Statutes

The sub-recipient must have a nondiscrimination policy in place that prohibits discrimination on the basis of disability, sex, age, race, color or national origin. Sub-recipient's policies must comply with federal statutes and regulations for programs or activities funded in whole or in part by the Institute of Museum and Library Services.

Drug-free Workplace

Maintenance of a drug free workplace is the responsibility of the sub-recipient. All sub-recipients are prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in or on workplace facilities or property. Additionally, this applies to all individuals or entities under contract using grant funds.

Debarment and Suspension

The sub-recipient's Director certifies that to the best of his/her knowledge that neither the applicant nor any of its principals or contractors are presently excluded or disqualified or have been convicted within the preceding three years of any offenses listed in 2 C.F.R., or have been criminally or civilly charged by a government entity.

Conflict of Interest

The sub-recipient must maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of sub-awards and contracts. Employees may not participate in the selection, award, or administration of a sub-award or contract paid with Federal award funds if they have a real or apparent conflict of interest. A conflict of interest would arise when the employee, any member of their immediate family, a partner, or an organization has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract.

Grant Funds Expenditures

Federal funds for the purchase of materials as part of a grant are to be used specifically for instituting new services or to expand present services as required by the project.

Indirect Costs

When acting as a pass-through entity, the State Library Administration Agency (SLAA) is required to honor a sub-recipient's federally negotiated indirect cost rate if one already exists. If no such rate exists, the SLAA must honor either a rate negotiated between the SLAA and the sub-recipient (in compliance with federal guidelines) or the minimum rate of 10 percent of the sub-recipient's modified total direct costs (MTDC). Sub-recipients may elect not to claim any indirect costs. *See 2 CFR 200.331*

Certification of Indirect Costs must be provided if sub-recipient claims a negotiated indirect cost rate. If an indirect cost rate of up to 10 percent is claimed, charges must directly relate to the project and an itemized budget must be provided.

Grant Amount Payment

The Federal share of expenditures under this grant may not exceed the amount granted unless such expenditures have been approved by the Lead Officer.

Accounting and Record Keeping

The sub-recipient will account separately for all funds expended for the project. All records and final expenditures and grant information must be kept readily available for **five** years. Accounting records shall be supported by source documentation such as canceled checks, paid bills, contracts, etc. A copy of all invoices paid shall be kept in the file. The invoices must be marked with the check number for identification.

Federal or State Monitoring

The Federal grantor agency, the Comptroller General of the U.S. or other duly authorized representative, the Governor and the State Auditor or their designees shall have the right at reasonable notice to examine the books, records and other compilations of data of the sub-recipient which pertain to the performance of the provisions and requirements of this Agreement per 45 CFR 1183.36 and Executive Order 195 of April 27, 1981.

Oklahoma Department of Libraries Monitoring

The Oklahoma Department of Libraries (ODL) may conduct on-site or off-site monitoring reviews of the project during the term of this agreement and up to ninety (90) days after it expires or is otherwise terminated. The sub-recipient shall extend its full cooperation and give full access to the project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

Whether project activities are consistent with those set forth in the grant contract and the grant application;

The actual expenditure of state, local and/or private funds expended to date on the project conforms with the budget line items;

That sub-recipient is making timely progress with the project, and that its project management, financial management, control systems, and procurement requirements are fully and accurately reflected in project reports submitted to ODL;

That sub-recipient is retaining a copy of all informational materials, survey, video tape, and advertising in an organized fashion which could be retained and viewed for a five year period.

Acknowledgements

Any publication or presentation resulting from this grant must contain the following acknowledgement:

"The project is supported in whole or in part by the Institute of Museum and Library Services. The opinions expressed do not necessarily reflect the position or policy of ODL or IMLS and no official endorsement by those entities should be inferred."

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal government purposes, the copyright in any work developed as a part of this grant.

Advertisements

The sub-recipient will acknowledge, according to regulations, Federal funding in all printed materials, newspaper coverage and interviews, program notes, catalogs, annual reports and other publicity pertaining to the project. In all cases, the following phrase must be used:

"Financial assistance for this special project is made possible with Federal funds from the Institute of Museum and Library Services administered through the Oklahoma Department of Libraries."

Record Retention

The sub-recipient will retain for five years a minimum of one copy of all publications, informational materials, surveys, videotapes, films, union list, or other such materials produced as a result of this LSTA project.

Future Eligibility

In order to maintain eligibility for future grants, the sub-recipient must submit a final narrative and financial report as required by the Oklahoma Department of Libraries. The sub-recipient will retain copies of all reports for a period of five years.

Grant Close-out

Close-out of the grant does not affect regulations concerning retention of all programmatic and financial records (45 CFR 1183.42), recovery of disallowed expenditures resulting from an audit, and equipment responsibilities.

Suspension or Termination

This agreement may be suspended or terminated upon the recommendation of the ODL Lead Officer or LSTA Coordinator and the approval of the Director of the Oklahoma Department of Libraries if there is failure to comply with the terms of the contract or Terms and Conditions Agreement. Should the project be suspended or terminated, no additional ODL grants will be awarded unless specifically authorized by the ODL Director.



Director, Organization



Date

Director, OK Department of Libraries

Date