

LEGAL SERVICES CORPORATION
2016 TECHNOLOGY INITIATIVE GRANTS
GRANT ASSURANCES

Grantee agrees that, for this Technology Initiative Grant (TIG):

- 1) **Products or Software.** With respect to any TIG-funded product or software:
 - a) Ownership of the TIG-funded product or software shall vest in either the Legal Services Corporation (LSC) grantee or the developer or vendor of the software, as the particular agreement between those parties so specifies. Regardless of who owns the TIG-funded product or software, both LSC and the LSC grantee shall have a royalty-free, nonexclusive, and irrevocable license to use, reproduce, distribute, publish and prepare derivative works of the TIG -funded product or software (subject to the terms below concerning preexisting products or software), including making the TIG-funded product or software available to other LSC grantees. Each party remains the owner of any preexisting products or software not developed using grant funds, and the license to any TIG-funded product or software does not include a license to such preexisting software or products. If the TIG-funded product or software is a modification or upgrade of a preexisting product or software, the above license applies to such modification or upgrade only if the modification or upgrade can be licensed and purchased separately from the preexisting product or software (e.g., as an add-on or a plug-in). If such modification or upgrade cannot be licensed and purchased separately from the preexisting product or software, the above license does not apply and other LSC grantees must separately license and purchase the TIG-funded product or software. Nothing herein prevents a developer or vendor of the product or software from charging costs related to the use of the product or software, such as costs for the implementation, integration, and on-going use (e.g., hosting and maintenance costs) of the product or software. The LSC grantee shall have a contract with the developer or vendor of the product or software, and such contract shall include the above terms to protect the rights of LSC and its grantees.
 - b) Such products or software programs, including websites, shall comply with or conform to the National Subject Matter Index (NSMI) standard developed by the Legal Aid Information Standards Group as found on <http://www.lsc.gov/grants-grantee-resources/grantee-guidance/reporting-requirements/tig-reporting/tig-compliance>. If this requirement is likely to substantially impede the successful completion of a project, the grantee shall communicate that to the assigned LSC TIG staff person and request a waiver of this requirement.
 - c) Such products or software programs (including, but not limited to, document assembly products) shall comply with naming conventions currently under development, which can be found on <http://www.lsc.gov/grants-grantee-resources/grantee-guidance/reporting-requirements/tig-reporting/tig-compliance>. Naming conventions are definitions of fields within documents (respondent, litigant, address, etc.). If these conventions are likely to substantially impede the successful completion of a project, the grantee shall communicate that to the assigned LSC TIG staff person and request a waiver of this requirement.

- 2) **Accessibility.** In the development of any website, pro se materials, or other grant-supported product, the grantee shall consider and address the special needs of persons with disabilities to ensure that the sites, materials, and other products are accessible to them using standards based on or exceeding those imposed on federal agencies through Section 508 of the Rehabilitation Act, 29 U.S.C. § 794(d), and implementing regulations.
- 3) **Limited English Proficiency.** In the development of any website, pro se materials, or other grant-supported product, the grantee shall consider and address the special needs of persons with limited literacy, limited English proficiency, limited experience with or knowledge of computer-related technologies, limited access to computers, or those who have limited access to most web-based or other computer-related systems for any reason. Grantees shall write all new publications, forms, and materials produced under this grant in a clear, concise, and well-organized manner following plain language principles, examples of which can be found at www.writeclearly.org and www.plainlanguage.gov.
- 4) **Milestone Modifications.** Any changes in the Payment Schedule timetable for achieving the milestones for this grant, including any modification of a milestone, must be approved in writing by LSC. Failure to achieve milestones in a timely manner may result in the termination of this grant.
- 5) **Budget.** The final approved budget for the project is a part of the grant award package. Grantees are required to obtain prior written approval from LSC for changes in this approved budget when cumulative changes to the approved budget exceed the *greater of* (a) 10 percent of the grant amount or (b) \$10,000. Prior written approval from LSC must also be obtained when the change to an individual line item in the budget exceeds 20 percent of the affected line item *and* is a change of at least \$5,000. Requests for changes to the project budget should be made to the LSC TIG staff person assigned to the grant, who will provide instructions on what must be submitted to request a budget change. If a budget variance is discovered for which prior approval should have been obtained and was not, the grantee must contact the LSC TIG staff person assigned to the grant for instructions as soon as the variance is discovered. LSC may disallow costs for any budget variances that lack a required prior approval.
- 6) **Problems, Issues, or Modifications.** Grantee shall report to the assigned TIG staff person any significant problems, issues or proposed project modifications (e.g., changes in project design, staffing, equipment, contracting, or other changes that would affect the scope, objectives, or activities of the project) within 30 days after these are identified. Changes to the project design, staffing, equipment, or contracting — or that would otherwise affect the scope, objectives or activities of the project — require written approval by LSC prior to implementation. Requests for changes to the project should be made to the assigned TIG staff person who will provide instructions on what must be submitted to request a change.
- 7) **Use of Funds.** All funds disbursed by LSC pursuant to this grant shall be used solely for the project for which this grant is being made as described in the grant documents. In some cases, the ultimate cost of project implementation will be less than the originally approved budget because of reductions in the anticipated costs of hardware, software, or other factors. The grantee may not reprogram these budgetary savings for other uses without prior written LSC approval. Absent such written approval, all remaining funds must be returned to LSC no

later than 60 days from completion of the project. Reprogramming requests must demonstrate that surplus TIG funds would be applied in a manner related to the original purpose of the grant. Reprogramming will not be allowed between TIG projects or to fund other grantee activities. As part of the final payment request (or as part of the close-out procedures if the grant is terminated), the grantee will submit a Final Financial Report in the format of the approved budget, with any approved modifications, showing the actual expenditures on the project, as well as a budget narrative explaining any changes in actual expenditures as compared to the approved budget. This is done online by the grantee as a task in LSC Grants. Grantees should consult the most current edition of LSC's Accounting Guide for LSC Recipients for guidance on financial accounting and reporting standards. E.g., <http://www.lsc.gov/sites/default/files/attach/2015/08/AccountingGuideforLSCRecipients-2010.pdf> (2010 ed.)

- 8) **Subgrants and Transfer Rules.** Grantee must comply with LSC regulations on transfers and subgrants, [45 C.F.R. Parts 1610 and 1627](#), in regard to the provision of TIG funds to third-parties. The grantee will review all third-party payment arrangements for compliance with these regulations. Third-party payments are any expenditure of TIG funds to a third party that is not part of the grantee's ordinary non-subgrant expenditures (such as salary, rent, utilities, etc.) All transfer and subgrant requirements, including LSC pre-approval of subgrants, will be followed. The grantee may not transfer any TIG funds to another entity as a subgrantee until LSC approves the subgrant agreement. Nor may the grantee use TIG funds to pay any other entity for subgrant work that occurred prior to the LSC subgrant approval. The award of a TIG is not a subgrant pre-approval. LSC should be contacted with any questions regarding which third-party contracts require subgrant approval. LSC may disallow costs if the transfer or subgrant requirements are not followed.

- 9) **Procurements.** Approval of a TIG application does not imply LSC approval of any specific contractor, regardless of whether one was identified in the application. All procurement transactions must be conducted in a manner to provide, to the maximum extent practical, open and free competition. All third-party expenditures, regardless of cost, must be appropriately documented and are subject to [45 C.F.R. Part 1630 Cost Standards](#). As long as the grantee complies with the provisions on contracting set out below, it may add its own contracting requirements. In the event that the grantee expends \$5,000 or more of the TIG funds from this grant on a single transaction to pay a third party or parties for goods or services, and that expenditure is not otherwise subject to the LSC Property Acquisition and Management Manual, it will:
 - a) (1) solicit bids from a minimum of three providers or (2) document the reasons for doing otherwise if it is necessary to (i) award a contract on the basis of fewer than three responses or (ii) in rare instances, purchase from a "Sole Source" because of technical or quality requirements, unique and specialized expertise, the lack of dependable vendors, or when there is an emergency (reasonable efforts must be made, however, to confirm that only one vendor or contractor exists or is capable of meeting the grantee's need);

 - b) maintain documentation for LSC review, including: the solicitation and receipt of bids or sole source justification; the reason for selection of a contractor; senior management approval of (1) contractor selection and (2) any sole source justification; the terms and conditions of the agreement; and all payments, adjustments, and credits;

- c) provide a copy of the contract to LSC with the payment request for the period in which the contract was executed (the submission of said contract is only for the purpose of verifying the execution of said contract; grantees remain responsible to ensure that they comply with all applicable LSC requirements regarding, among other things, the process through which it was entered, its terms, and the expenditure of LSC funds pursuant to it); and
- d) ensure the proper expenditure of, accounting for, and audit of the contracted funds.

10) **Payment Requests.** Within 30 days of the end of each payment period, grantee shall submit a Payment Request and milestone completion report through LSC Grants – <http://lscgrants.lsc.gov> – supplemented by supporting documentation as required by LSC.

11) **Termination.** This TIG can be terminated for four reasons: (1) by default if the grantee fails to provide required documentation on time, unless LSC, in its sole discretion, provides a written waiver or extension; (2) by modification or withdrawal when the grantee and LSC agree that the TIG should end early by mutual consent; (3) by termination based on LSC concerns about grantee performance; or (4) by default if the grantee ceases to be a grantee of an LSC Basic Field grant (General, Native American, or Migrant). In situations (1) and (4) the grant automatically terminates and close-out procedures will be initiated for the grant, including the consideration of what funds, if any, will be provided for any milestones of the grant completed prior to the termination of the grant and what funds, if any, will be returned to LSC. UPON AUTOMATIC TERMINATION THERE IS NO RIGHT TO APPEAL. When a grant is terminated for any of these reasons, the grantee agrees to work with LSC staff to close out the grant, to provide a final accounting, to provide a “lessons learned” report detailing why the grant was not completed, and to return any unspent funds. Additionally, if LSC terminates a grantee’s TIG for failure of performance or failure to provide timely documentation, the grantee is not eligible to receive a TIG for three years after the grant is terminated except that this ineligibility shall not apply to programs that work with LSC to end a TIG early after an unsuccessful project implementation resulting from technology limitations, a failed proof of concept, or other reasons outside of the grantee’s control.

12) **Closeout.** If a grant is terminated for one of the four reasons specified in Grant Assurance 11, the closeout procedure will include a review of the non-expendable personal property with an aggregate current fair market value of \$5,000 or more to determine if the property should be (1) retained by the grantee, (2) retained by the grantee with LSC to be reimbursed for the percentage of the property’s current fair market value that is equal to that percentage of the property’s acquisition cost that was borne by LSC funds, (3) transferred to another LSC grantee, or (4) sold. If the property is to be sold, the grantee may retain the proceeds from the sale after compensating LSC for that percentage of the property’s current fair market value, which is equal to the percentage of the property’s acquisition cost (including payments for any installments or financing of acquisition costs) that was borne by LSC funds.

If LSC, in its sole discretion, determines that a transfer is appropriate and non-LSC funds were used in part for the acquisition, then the grantee shall be entitled to reimbursement from the transferee or LSC of the percentage of the property’s current fair market value that is

equal to that percentage of the property's acquisition cost that was borne by non-LSC funds. If the TIG grantee does not transfer the property when instructed to do so, then 100% of the current value of the property will be charged to the grantee and may be recovered as a disallowed cost under [45 C.F.R. Part 1630](#).

LSC may, at its discretion, allow the TIG grantee the option to purchase the LSC share of the property with non-LSC funds. If the TIG grantee is permitted to purchase the LSC share of the property, but fails to do so as part of the TIG closeout, then the value of the LSC share of the property will be charged to the grantee. Any charges under this Grant Assurance that are not resolved in the TIG closeout will be disallowed costs that may be deducted from any LSC funds and/or subject to collection by LSC.

- 13) **Program Integrity.** As part of its compliance with the LSC program integrity requirement, [45 C.F.R. § 1610.8](#), grantee will maintain objective integrity and independence from any organization that engages in LSC-restricted activities; and it will structure, monitor, and maintain any TIG-funded collaborations with non-LSC legal services providers consistent with maintaining overall program integrity. It will have a representative attend a mandatory LSC webinar on the program integrity requirements, if notified by LSC that it must attend based on the nature of the TIG activities.
- 14) **TIG Conference.** It will send one person, whose attendance will further the objectives of the grant, to the 2017 TIG Conference sponsored by LSC. This event will be held January 11–13, 2017, in San Antonio, Texas. LSC will add \$2,000 to the amount of each grantee's first TIG payment to cover costs related to this person's attendance at the conference, and this \$2,000 will be withheld by LSC to cover the cost for the person to attend the 2017 TIG Conference, including the cost of said person's airfare, hotel room, and conference fee, which provides at least two meals for each day of the conference. The grantee is responsible for any expenses beyond the cost of the airfare, hotel, and conference fee. Grantee must account for the \$2,000 as both revenue and an expense in its audited financial statements. Grantee has no other rights to this portion of the grant and may not use any portion of it for other purposes, even if, for any reason, the grantee is unable to send a person to the conference, or the expenses related to the person's attendance are less than \$2,000. Any unused money provided for the TIG Conference purposes shall revert to LSC as funding for future TIG awards. The date and location of the TIG Conference are subject to change at LSC's sole discretion.
- 15) **LSC Logo.** Any materials created with grant funds shall display the LSC logo, including publications, websites, videos, and webcasts. It shall provide electronic copies or links thereto of these materials to the assigned LSC TIG staff person. Any such material will be subject to the terms of Grant Assurance #1 as a product.
- 16) **Conflicts of Interest and Whistleblower Protection.** This grant is subject to grantee's written policies regarding conflicts-of-interest and providing whistleblower protections.
- 17) **Staff Time.** By accepting this grant, it is committing that staff designated to work on this project shall be given sufficient time to achieve the milestones of the grant in accordance with the FTE or other measure of time allotment represented in the budget and budget narrative for this grant. The total time commitments of any staff member working on this

grant shall not exceed 1.0 Full-Time Equivalent (FTE) for all work to be performed for the grantee.

- 18) **Tracking and Reporting of Funding, Timekeeping, and Recordkeeping.** It will sufficiently document and have internal controls in place to track and identify the application of TIG funds from this grant, by grant number, separate from all other grants (TIG, non-TIG, LSC or otherwise). These methods must include separate reporting of the grant funds by line item in the annual audit with a separate line item for each TIG grant or a reasonable alternative agreed to by LSC in writing. It must maintain accurate and separate timekeeping and recordkeeping to track all costs and time charged to this TIG by grant number and separate from charges to any other funds, including other TIGs, other LSC grants, and non-LSC grants. Personnel activity reports are required for all salary and wages charged directly to this grant, regardless of whether the timekeeping requirements of [45 C.F.R. Part 1635](#) apply. For additional guidance on these requirements, see [45 C.F.R. § 1628.3\(g\)](#), [45 C.F.R. § 1635](#), and [45 C.F.R. § 1630.3](#) and the most current edition of LSC's Accounting Guide for LSC Recipients (e.g., <http://www.lsc.gov/sites/default/files/attach/2015/08/AccountingGuideforLSCRecipients-2010.pdf> (2010 ed.)).

- 19) **Assurances from Other LSC Grants.** Any and all other LSC grant assurances for any other LSC grants that the applicant/grantee agrees to are hereby incorporated by reference, and those grant assurances will apply in full force and effect to the applicant/grantee's use of all of its LSC TIG funding. The other grant assurances incorporated herein include both the grant assurances currently in effect and any future grant assurances agreed to by the applicant/grantee during the term of the TIG funding. In the event of any conflicting language, the later terms will apply.