

## 2017 TIG Terms and Conditions

If awarded a 2017 Technology Initiative Grant (TIG), you agree to the following terms and conditions, which will govern our relationship and your activities during the grant term:

- 1. Grant Objective.** You will develop and use technology in innovative ways to
  - Improve the delivery of effective, efficient, and high-quality legal assistance to low-income persons;
  - Promote access to the judicial system through legal information, advice, and representation;
  - Improve LSC grantee management and administration; or
  - Promote integrated and well-managed technology systems for LSC grantees and the access to justice community.
- 2. Approved Grant Project.** You will use your TIG funds to successfully complete the technology innovation project described in your grant, as modified by LSC, these Terms and Conditions, and your Basic Field Grant Terms and Conditions.
- 3. Governance Requirements.** To help you achieve your Approved Grant Project, you must comply with the following governance requirements:

### GOVERNANCE REQUIREMENTS

**Conflicts of Interest**—Consistent with your organization's written conflict of interest policy (which is required under your Basic Field Grant Terms and Conditions), you must perform a conflicts check for all individuals, employees, partner organizations, companies, contractors, vendors, etc., who will be involved in performing your TIG, and must develop a plan for addressing any perceived or actual conflicts discovered.

**Cost Standards and Procedures.** ([45 C.F.R. Part 1630](#)) All costs charged to your TIG are subject to LSC's cost standards, including requirements that they must have been incurred while executing the grant, must be reasonable and necessary to the grant, and must be adequately and contemporaneously documented in your business records. Costs that do not comply with our cost standards may be questioned and disallowed as provided at LSC regulations at Part 1630.

**Private Attorney Involvement (PAI).** ([45 C.F.R. § 1614](#)) Your Basic Field Grant Terms and Conditions require you to allocate an amount equivalent to 12.5% of your annualized basic field award to involve private attorneys in your legal services delivery system ("your PAI requirement"). **You may not count any of your TIG funds, including TIG-funded subgrants or contracts, toward your PAI requirement.** This prohibition does not apply to other funds (e.g., non-LSC funds or LSC Basic Field grant funds) that you use to support your Approved Grant Project. In other words, TIG project costs and expenses that are paid with non-TIG funds could be allocated to your PAI requirement, if the TIG activity and those costs and expenses meet the Part 1614 criteria.

## GOVERNANCE REQUIREMENTS

**Procurement.** ([45 C.F.R. Parts 1630](#) and [1631](#); [Program Letter 10-03](#); [Fundamental Criteria of the LSC Accounting Guide](#)). Consistent with your written procurement policy, you must obtain best value – the most advantageous balance of price, quality, and performance – and seek to minimize fraud, waste, and abuse, when purchasing TIG-funded products and services. Best value is typically achieved through transparent and objective competition. In addition to these requirements, for TIG-funded purchases of \$5,000 or more, you must:

- Contact at least 3 viable vendors and obtain quotes from each viable vendor, unless fewer than 3 vendors exist or a sole-source contract is justified and documented. Sole-sourcing is only available when: only one vendor exists or is capable of meeting your need (this is an objective standard; your vendor and product requirements cannot be so narrowly tailored as to manufacture a sole-source scenario or deliberately disqualify other vendors or products from consideration); vendor continuity is required; or a bona fide emergency exists (poor purchase planning is not a bona fide emergency).
- Maintain all purchase-related records for LSC’s review, including: solicitation documents and resulting quotes or sole-source justification; vendor selection justification; management approval of sole-source or vendor selection justification; signed contracts or invoices; and all payments, adjustments, and credits.
- Upload a copy of the resulting contract with your Milestone Report for the period during which the contract was signed. (LSC only verifies that your contract was signed; you must ensure that your purchase complies with your written procurement policy and LSC rules and regulations); and
- Manage the contract and ensure that TIG-funded vendors perform as contractually required (e.g., meet all milestones and deadlines, stay on budget/time; deliver satisfactory).

For TIG-funded purchases of \$25,000 or more, you are encouraged to initiate a formal Request for Proposals process, if time permits.

**Subgrants.** ([45 C.F.R. Part 1627](#)) LSC’s subgrant rules apply to your TIG Grant because TIG funds are LSC funds covered by the rule:

- You must obtain written prior approval from LSC to subgrant LSC (TIG) funds of \$20,000 or more. Your TIG grant award does not constitute pre-approval of a particular subgrant. You must apply for any required prior approval as required by 45 C.F.R. § 1627.4.
- A Part 1627 *subgrant* is an award of LSC (TIG) funds or property or services purchased in whole or in part with LSC funds from you to another entity to perform part of your legal assistance activities. By contrast, a *procurement contract* is an agreement between you and a third party under which you purchase property or services that are not the performance of legal assistance services. The characteristics of a subgrant are set forth in §1627.3.
- Please contact your TIG grant liaison if you are unsure about which third-party payment arrangements require subgrant approval.
- All subgrants are subject to the audit and financial requirements of [the Audit Guide for Recipients and Auditors](#) and [the Accounting Guide for LSC Recipients](#). LSC may disallow third-party payments that do not comply with our subgrant or fiscal requirements.
- If you award a TIG-funded subgrant, LSC’s restrictions (see paragraph 3 of your Basic Field Grant Terms and Conditions) will apply to your subgrantee’s LSC (TIG) funds and non-LSC funds. There are some exceptions for the subgrantee’s non-LSC funds when the subgrant is “for the sole purpose of funding private attorney involvement (PAI) activities pursuant to 45 C.F.R. Part 1614 or when an in-kind subgrant involves pro bono, reduced fee, or Part 1614 PAI activities. Please contact your assigned TIG staff person if you are unsure about which restrictions apply to the subgrantee in your situation.

## GOVERNANCE REQUIREMENTS

**Time and Recordkeeping.** You must give your employees sufficient time to perform their TIG assignments, as established in your Evaluation Plan. You must allocate staff time to the grant consistent with the allocations listed in your approved grant budget and budget narrative, but the total time that an employee spends on TIG *and* other grantee-assigned work combined cannot exceed 1.0 FTE. You will track and keep accurate records of all time *any* of your staff members or your TIG subgrantees' staff members spend on your Approved Grant Project, including "in-kind" contributions of time that staff members spend (i.e., time that is not chargeable to your TIG funds). Attorneys and paralegals working on your TIG grant must keep time as required by 45 C.F.R. 1635. All other staff and subgrantees must maintain personnel activity reports supporting all salary and wages charged directly to the TIG grant as required by 45 C.F.R. 1630.3(d).

**Tracking and Reporting Your Use of TIG Funding.** You will track your 2017 TIG funds by grant number and will account for them separately from previous TIG awards, if any; your other LSC funds; and your non-LSC private and public funds. You will report your TIG funds by line item in the annual audit report you submit to LSC, with a separate line item for each TIG award. For additional guidance on these requirements, see [45 C.F.R. § 1628.3\(g\)](#), [45 C.F.R. Part 1630](#), and the current edition of [LSC's Accounting Guide for LSC Recipients](#).

**4. Other Requirements and Standards.** You must comply with the following requirements and standards when developing or improving web-based, self-help, or other electronic legal, managerial, or administrative resources with TIG funds:

### OTHER REQUIREMENTS AND STANDARDS

**Accessibility.** You must consider and address the special needs of people with disabilities, including ensuring that all electronic and web-based resources developed or improved with TIG funds are based on or exceed the accessibility standards established in [Section 508 of the Rehabilitation Act](#) and implementing regulations.

**Limited English Proficiency.** ([Program Letter 04-2](#)) You must 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, and limited access to most web-based or other computer-related systems, ensuring that all new publications, forms, and materials that are developed or improved with TIG funds are written in a clear, concise, and well-organized manner, consistent with plain language principles, examples of which can be found at [www.writeclearly.org](http://www.writeclearly.org) and [www.plainlanguage.gov](http://www.plainlanguage.gov).

**Standardized Indexing of Poverty Law Information.** You will comply with standardized poverty law information indexing rules published in the Legal Aid Information Standards Group's [National Subject Matter Index \(NSMI\)](#). The NSMI makes it possible to share documents across web sites (because each site uses the same vocabulary) and to link between case management systems and statewide web sites based on topics defined by the index. If this requirement will substantially impede your ability to successfully complete your Approved Grant Project, you must contact your assigned LSC TIG liaison and request a waiver.

**5. TIG Conference.** You must send one staff member whose attendance will benefit your Approved Grant Project to LSC's 2018 TIG Conference on January 10–12, 2018, in New Orleans, LA. LSC will deduct up to \$2,200 (depending on the number of TIG awards made for the year) from your first TIG installment payment to cover your staff member's conference registration, at least two meals per day, airfare, and hotel costs. You are responsible for all other conference-related expenses. You must account for the \$2,200 conference allotment as both income and an expense in your audited financial statements. No part of the \$2,200 conference allotment will be refunded if you are unable to send a staff member to the conference or if the

actual conference-related expenses are less than \$2,200. Unused conference allotment funds revert to LSC for future TIG awards.

**6. Evaluation Plan, Milestones, & Payment Schedule.** Project management is critical to the success of your TIG. Accordingly, at the beginning of the grant term, you must work with LSC's TIG staff to finalize the Evaluation Plan, Milestones, and Payment Schedule you proposed in your TIG Application. The Evaluation Plan defines the project objectives, identifies the activities that will be performed and strategies that will be used to accomplish project objectives, and specifies the methodologies and data sets that will be used to evaluate the project's success. The Payment Schedule establishes activities and deliverables, i.e. "milestones," that you must successfully complete before LSC will make an installment payment. The Milestones establish detailed tasks that you will perform and be evaluated on at the end of the grant term.

Once LSC approves your Evaluation Plan, Milestones, and Payment Schedule, they automatically merge into these Grant Terms and Conditions as a requirement of this grant.

If you need to modify your approved Evaluation Plan, Milestones or Payment Schedule (e.g., move, alter, or eliminate goals, objectives, or activities), you must email your TIG liaison. Milestone and Payment Schedule changes must be made before the end of the payment period in which the change is scheduled to be completed.

**7. Elevating Problems and Concerns.** You must notify your TIG liaison immediately when significant problems or concerns regarding your TIG project arise. Your liaison will be able to help address any problems or concerns and can guide you on how to request budgetary or programmatic modifications, if necessary.

**8. Approved Budget and Budget Modifications.** Your approved TIG budget is included in your grant award package. You will spend your TIG funds consistent with your approved TIG budget. You may make non-material changes to your TIG budget, but must obtain LSC's preapproval when:

- Cumulative changes exceed 10% of the total grant amount and \$10,000.00;
- Changes to an individual line item in the budget exceeds 20% of the affected line item and is a change of at least \$5,000.00; and
- Changes to the scope of the project are made.

If you need to modify your project budget, email your TIG liaison and explain what changes are needed and why. LSC will notify you if your modification is approved and will create and save a new budget in LSC Grants. If you discover a budget variance for which you should have requested LSC's pre-approval, but did not, contact your TIG liaison immediately.

**9. No Cost Extensions.** A No Cost Extension allows a grantee additional time beyond the grant term to continue accomplishing project goals and expending grant funds at no additional cost to LSC. To initiate a formal request for a No Cost Extension, you must notify your TIG liaison at least 30 days before the end of the grant term. Your TIG staff person will ask you for written programmatic justification for the request, a revised project plan for the proposed period of the extension, and a revised overall budget. All No Cost Extensions require LSC management approval.

**10. Payment Requests and Milestone Reporting.** LSC will distribute your TIG funds in installments according to the milestone payment periods (usually every six months) established in your grant award package.

To trigger each installment payment, you must submit a Payment Request and Milestone Completion Report (using the TIG Milestone Reporting tab of LSC Grants) within 30 days of the end of the milestone payment period. Any delay in submitting your Report may delay your grant payment or result in an automatic termination of your TIG.

The Milestone Completion Report must confirm that the milestones established in your Payment Schedule for the particular payment period have been successfully completed. At the same time as the submission of each payment request except the final one, the grantee will submit an Interim Financial Report in the format of the approved budget, with any approved modifications, showing the actual expenditures on the project. This will include expenditures for both columns A and B of the approved budget. Assuming successful completion of your milestones and submission of a budget-to-actuals report, LSC will make the installment payment.

Before LSC will pay your final installment payment, you must submit a Final Report and Final Budget. The purpose of the Final Report is to evaluate the overall effectiveness and impact of the work done under the grant. Using the [Final Report Template](#) in LSC Grants, it must address the following:

- project goals and objectives;
- evaluation data and methodologies;
- summary of major accomplishments, recommendations, and future steps;
- in-depth analysis of accomplishments;
- factors affecting project accomplishments;
- strategies to address major challenges; and
- major lessons learned and recommendations for improving the TIG program.

The Final Budget, completed in LSC Grants, must account for your actual TIG expenditures and include a written explanation of any discrepancies between budgeted and actual expenditures. Please consult the current [LSC Accounting Guide for LSC Grantees](#) for guidance on how to prepare your financial report in compliance with our financial accounting and reporting standards.

**11. Termination.** Your TIG automatically terminates if:

- your Basic Field grant is voluntarily or involuntarily terminated; or
- you fail to timely submit a required progress report, unless LSC, in its sole discretion, grants you an extension of time in which to submit your Report.

LSC may terminate your TIG or withhold part or all of an installment payment if:

- you substantially violate these Terms and Conditions,
- you voluntarily request that it be terminated, or
- your TIG performance is deficient.

If your TIG is terminated for deficient performance or failure to timely submit a required progress report, you are barred from receiving another TIG for three years. If your TIG is

voluntarily terminated because circumstances outside of your reasonable control make it impossible to perform your Approved Grant Project (e.g. key staffing changes, technology limitations, a failed proof of concept, etc.), you are still eligible for future TIG grants.

Automatic terminations are not appealable. You may, however, appeal discretionary terminations to the LSC President within 15 business days of receiving LSC's termination notice. You may also request to meet with the President. The President's decision will be in writing and is final.

**12. Closeout.** At the end of the grant term or when your TIG grant is voluntarily or involuntarily terminated, you will comply with your TIG liaison's instructions for completing an orderly closeout of your TIG. Unless stated otherwise, within 60 days of the grant term's end date or termination, you must:

- Submit a Final Budget showing budget-to-actual costs incurred through the end of the grant term or date of termination;
- Resolve any outstanding costs charged to your TIG grant;
- Provide a Final Report;
- Promptly return unspent TIG grant funds.

All close-out activities must be concluded no later than 180 days from the grant term's end date or termination.

You must retain all grant-related records after the grant term as prescribed by the Accounting Guide for LSC Recipients, Appendix II.

All property purchased with TIG funds is subject to LSC requirements for property acquisition, use, and disposal established at [45 C.F.R. Parts 1630](#) and 1631. Those requirements continue to apply after your grant has been terminated and govern any post-termination use and disposal of the property.

**13. Intellectual Property Rights.** Unless you have an agreement with a third-party developer or vendor establishing otherwise, you own all products, technologies, and software that you develop using TIG funds ("Work Products"). Regardless of who owns the Work Products, you and LSC have a royalty-free, nonexclusive, and irrevocable license to use, reproduce, distribute, publish, and prepare derivative works of the Work Products, including making those works available to other LSC grantees and access to justice partners.

LSC's license does not apply to existing products, technologies, or software that you or a third-party vendor developed using non-LSC funds ("Preexisting Work"). But if you use TIG funds to modify or upgrade a Preexisting Work, our license will apply if the modification or upgrade can be licensed and purchased separately from the preexisting work (e.g., as an add-on or a plug-in). If it cannot be licensed and purchased separately, then our license does not apply, and we will have to purchase rights to use or share the modification or upgrade, if desired.

This provision does not prevent a developer or vendor from charging costs related to the use of the Work Products, such as implementation, integration, and on-going use (e.g., hosting and maintenance) costs.

You must have a written contract with third-party vendors who develop Work Products or modify Preexisting Work in a separately licensable and purchasable way. The contract must include a provision disclosing your and LSC's royalty-free, nonexclusive, and irrevocable license and prohibiting third-party vendors from denying the license's existence, challenging its legality, or interfering with LSC's full exercise of it.

**14. LSC Logo.** All materials that are used to promote TIG projects, including publications, websites, videos, and webcasts, must display LSC's logo, available at <http://www.lsc.gov/media-center/galleries-multimedia/gallery/media-assets>.

**15. Basic Field Grant Terms Incorporated by Reference.** Your current and future Basic Field Grant Terms and Conditions are incorporated by reference/merged into these Terms and Conditions and apply to your TIG. Where the Basic Field Grant Terms and Conditions conflict with these TIG Terms and Conditions, the language of these TIG Terms and Conditions will control. To the extent possible, however, the TIG and Basic Field Grant Terms and Conditions should be construed to give maximum effect to the language of both documents.