

2019 Technology Initiative Grant (TIG) Special Grant Terms and Conditions

By accepting this 2019 Technology Initiative Grants (Special Grant), you agree to the following terms and conditions, which will govern our relationship and your activities involving this Special Grant.

I. Grant Objective and Approved Grant Initiative.

- A.** You will use your Special Grant funds to successfully complete the Approved Grant Initiative as described in your Special Grant application as modified by mutual consent with LSC (including any renewals, extensions, or other materials you submitted). You will comply with these Special Grant Terms and Conditions and your Basic Field Grant Terms and Conditions. The Approved Grant Project may include multiple sources of funding including this Special Grant, your LSC Basic Field Grant, and other public, private, or tribal grants.

II. 2019 Technology Initiative Grant Terms and Conditions. The following Terms and Conditions are specific to this Special Grant Program.

- A. Innovations in Technology Conference.** You must send one staff member whose attendance will benefit your Approved Grant Project to LSC's 2020 Innovations in Technology Conference on January 15-17, 2020, in Portland, Oregon. LSC will deduct up to \$2,500 (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, airfare, and hotel costs. You are responsible for all other conference-related expenses. You must account for the \$2,500 conference allotment as both income and an expense in your audited financial statements. No part of the \$2,500 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 \$2,500. Unused conference allotment funds revert to LSC for future TIG awards.
- B. 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

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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.

- C. 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.

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At the same time as the submission of the final payment request, 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. This will include expenditures for both columns A and B of the approved budget. For any line item for which there is a variance in column A between the approved amount and the actual amount, the grantee will submit an explanation for that variance.

III. Basic Field Grant Terms and Conditions Incorporated by Reference.

Your current and future Basic Field Grant Terms and Conditions are incorporated by reference and merged into these Terms and Conditions and apply to this Special Grant. Where the Basic Field Grant Terms and Conditions conflict with these Special Grant Terms and Conditions, the language of these Special Grant Terms and Conditions will control. To the extent possible, however, the Special Grant and Basic Field Grant Terms and Conditions should be construed to give maximum effect to the language of both documents. In particular, please pay close attention to the following Basic Field requirements that apply to this Special Grant:

- A. Conflicts of Interest.** You must apply your conflicts policies to all work done under this Special Grant, including checking for and resolving all actual or apparent conflicts.
- B. Cost Standards and Procedures**—45 C.F.R. Part 1630 applies to all Special Grant funds.
- C. Procurement**—45 C.F.R. Parts 1630 and 1631 apply to all procurements using funds awarded under this Special Grant, including acquisition of real and personal property and services.
- D. Subgrants**—45 C.F.R. Part 1627 applies to all subgrants involving LSC funds from or LSC-funded in-kind support funded by this Special Grant. After the award of this Special Grant, you must apply for any required LSC prior approvals. 45 C.F.R. § 1627.4(a)(2).
- E. Program Integrity**—45 C.F.R. § 1610.7 requires that you maintain objective integrity and independence from any organization that engages in restricted activities, including organizations that participate in the Approved Grant Initiative.
- F. Plain Language and Limited English Proficiency.** ([Program Letter 04-2](#)) In developing materials for the public and clients, 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. For all new publications, forms, and materials developed or improved with any LSC funds you must ensure that they are written in a clear, concise, and well-organized manner, consistent with plain language principles, examples of

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which can be found at www.lep.gov, www.writeclearly.org, and www.plainlanguage.gov.

G. 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 any LSC funds are based on or exceed the accessibility standards established in [Section 508 of the Rehabilitation Act](#) and implementing regulations. *See also* [45 C.F.R. Part 1624](#).

H. Intellectual Property. The Basic Field Grant Terms and Conditions that address intellectual property also apply to this special grant. The following information provides more detail about those requirements, which apply equally to your basic field grant and to this special grant.

Unless you have an agreement with a third-party vendor establishing otherwise, you own all products, technologies, and software that you develop using Special Grant 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 Special Grant 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 must 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 its existence, challenging its legality, or interfering with LSC’s full exercise of it.

IV. Terms and Conditions Applicable to All Special Grants.

The following Terms and Conditions apply to all LSC-funded special grants, including this Technology Initiative Grant.

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- A. Communicating Changes and Concerns.** You must notify your liaison for this Special Grant immediately when changes or concerns regarding your Special Grant Initiative arise, including staffing changes, contractor changes or issues, partner changes or issues, and subgrant staffing changes or issues. 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.
- B. Approved Budget and Budget Modifications.** Your approved Special Grant budget is included in your grant award package. You will spend your Special Grant funds consistent with your approved Special Grant budget. You may make non-material changes to this Special Grant budget, but must obtain LSC's preapproval when:
- i) Cumulative changes exceed 10% of the total grant amount and \$10,000.00;
 - ii) 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
 - iii) Changes to the scope of the project are made.

If you need to modify your project budget, email your liaison for this Special Grant regarding appropriate procedures. If you discover a budget variance for which you should have requested LSC's pre-approval, but did not, contact your liaison for this Special Grant immediately.

- C. Tracking and Reporting Your Use of Special Grant Funding.** You will track funds from this Special Grant by grant number and will account for them separately from any other LSC Special Grants, your other LSC funds; and your non-LSC private and public funds. You will report funds from this Special Grant by line item in the annual audit report you submit to LSC, with a separate line item for each LSC Special Grant. For additional guidance on these requirements, see [45 C.F.R. § 1628.3\(g\)](#), [45 C.F.R. Part 1630](#), and the [LSC Accounting Guide for LSC Recipients](#).
- D. Time and Recordkeeping.** You must give your employees sufficient time to perform their Special Grant assignments, as established in your Evaluation Plan. You must allocate staff time to this Special Grant consistent with the allocations listed in your approved grant budget and budget narrative, but the total time that an employee spends on this Special Grant *and* other grantee-assigned work combined cannot exceed 1.0 FTE. You will track and keep accurate records of all time spent working on this Approved Grant Project by *any* of your staff members or staff of your subgrantees, including "in-kind" contributions of time (i.e., time that is not chargeable to these Special Grant funds). Attorneys and paralegals working on this Special 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 this Special Grant as required by 45 C.F.R. 1630.3(d).

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E. Private Attorney Involvement (PAI)—*Special Grant Funds Ineligible.*

45 C.F.R. Part 1614 requires 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 (“PAI requirement”).

You may not count any of your Special Grant funds toward your PAI requirement (including Special Grant funds used for procurements, subgrants, or in-kind subgrants). This prohibition does not apply to other funds (e.g., non-LSC funds or LSC Basic Field grant funds) that you use to support the Approved Grant Project.

For example: you operate an online legal information service using volunteer attorneys. It meets all the Part 1614 criteria. Half the budget for the service comes from this Special Grant and does not count towards your PAI requirement. The other half comes from your Basic Field Grant or your IOLTA grant and may count towards your PAI requirement.

G. LSC Logo. In addition to the provisions regarding the use of the LSC Logo specified in your Basic Field Grant Terms and Conditions, Work Products developed or improved with Special Grant funds and materials that are used to promote Special Grant Initiatives, including publications, websites, videos, and webcasts, must display LSC’s logo, available at <http://www.lsc.gov/media-center/galleries-multimedia/gallery/media-assets>.

H. Closeout. At the end of the grant term or when this Special Grant is voluntarily or involuntarily terminated, you will comply with instructions from your liaison for this Special Grant for completing an orderly closeout of this Special Grant. All closeout activities must be concluded no later than 180 days from the grant term’s end date or termination. Once you have submitted complete and required closeout information to your Liaison for this Special Grant, LSC will review the grant closeout and provide you with the final grant payment, if any, and any other closeout documentation. LSC intends to finalize closeouts within 90 days of the submission of all materials. Closeouts may take longer depending on issues that arise.

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

I. Termination.

- 1) This Special Grant automatically terminates if:
 - i) your Basic Field grant is voluntarily or involuntarily terminated; or
 - ii) 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.
- 2) LSC may terminate this Special Grant or withhold part or all of any grant payment if:

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- i) you substantially violate these Terms and Conditions,
- ii) you voluntarily request that it be terminated, or
- iii) your Special Grant performance is deficient.

If this Special Grant is terminated for deficient performance or failure to timely submit a required Progress Report, you are barred from receiving another Special Grant for three years. If this Special Grant 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 Special Grant 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.

- J. **Property—Real and Personal.** All property purchased with Special Grant funds is subject to LSC requirements for property acquisition, use, and disposal established at [45 C.F.R. Parts 1630](#) and 1631, which continue to apply past the end of the Special Grant. At the end of the Special Grant, you must evaluate whether you continue to have a use for property purchased with Special Grant funds and determine whether to retain or dispose of that property.