

**LEGAL SERVICES CORPORATION
2010 TIG GRANT ASSURANCES**

Recipient agrees that:

1. With respect to any product or software program developed with these grant funds:
 - a) Ownership of the product or software shall vest in either the LSC grantee, or the developer of the software, as the particular agreement between those parties so specifies, provided that LSC shall reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the product or software, including making the product or software available to other LSC grantees. If ownership of the product or software does not vest with the grantee, the grantee shall reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the product or software. All contracts with vendors shall include language to this effect to protect the rights of LSC and its grantees and shall acknowledge agreement to this by the vendors.
 - b) Such products, including websites, shall comply with or conform to the National Index and LSXML standards developed by the Legal Aid Information Standards Group as found on <http://www.lsntap.org>:
(<http://lsntap.org/bookshelf?tid=55&name=XML%20and%20Tech%20Standards>)
 - c) Such products (including but not limited to document assembly products) shall comply with naming conventions currently under development on <http://www.lsntap.org> (http://www.lsntap.org/sites/lsntap.org/files/hds_standards_and_practices.pdf). Naming conventions are definitions of fields within documents (respondent, litigant, address, etc.).
2. In the development of any website, *pro se* materials, or other grant-supported product, the recipient shall consider the special needs of persons with disabilities to ensure that the sites, materials and other products are accessible.
3. In the development of any website, *pro se* materials, or other grant-supported product, the recipient shall consider 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.
4. It shall report to the assigned LSC TIG staff person significant problems, issues or plan modifications (e.g. significant delays, changes in design or equipment, staffing modifications) within 30 days after these are identified even if there is no associated budget revision requiring prior written approval.
5. 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.
6. In the grant award package is the final approved budget for the project. Recipients are required to get prior written LSC approval for any change in this approved budget when the change exceeds 10 percent of the total budget or 20 percent of any line item in the budget. Changes in the approved budget for *any amount* that changes the scope of the project require

prior written LSC approval. Requests for budget changes should be made to the TIG staff assigned to the grant who will provide instructions on what must be submitted to request a budget change. Also, as part of the final payment request for this grant, the recipient must submit a budget reconciliation showing the actual expenditures on the grant, as well as a budget narrative explaining any changes from the final budget in the award package. This is done online by the grantee as a task in LSC Grants.

7. All funds disbursed by LSC pursuant to this grant shall be used solely for the project for which this grant is being made. 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 recipient may reprogram these budgetary savings only upon 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. As part of the final payment request (or as part of the close-out procedures if the grant is terminated), the recipient will submit a final budget in the format of the approved budget, with any approved modifications, showing the actual expenditures on the project.
8. It has sole responsibility for any funding obligations that exceed the grant award amount.
9. It will proceed in accordance 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 recipient will review all third-party contracting for compliance with these regulations. Third-party contracting is any payment 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 award of a TIG is not a subgrant pre-approval. No third-party contracting will be entered into by the grantee prior to January 1, 2011. LSC will review the grant application and award package and inform the grantee prior to January 1, 2011, if LSC believes that any contemplated third-party contracting would be a transfer or subgrant. If the grantee has a need to engage in third-party contracts prior to January 1, 2011, then the grantee must contact LSC for priority review prior to entering into such contracts. LSC's review is limited to the information available to LSC at that time; the grantee is still ultimately responsible for compliance with these requirements in the actual implementation of the grant. LSC may disallow costs if the transfer or subgrant requirements are not followed.
10. In the event the Applicant: expends more than \$10,000 of the funds provided to it pursuant to this grant on a single contract for services to be performed by a third party; or is required to develop an administrative plan in conjunction with receiving the grant, it will:
 - (a) provide with the payment request for the period in which the contract was executed to LSC documentation setting forth a statement explaining how the contract will further the fulfillment of the Applicant's obligations under the grant; a brief description of the services to be acquired, including the name of the contractor and the total dollar amount of the contract; and a brief description of the competition process used to select the contractor, including the names of the potential contractors who submitted proposals, the amounts of the proposals, and a brief explanation of the reasons for selecting the particular contractor. In the absence of competition, the description should explain what circumstances justified the contract being executed on a sole source basis;

- (b) provide with the payment request for the period in which the contract was executed to LSC a copy of the contract; and
 - (c) ensure the proper expenditure, accounting for, and audit of the contracted funds.
11. Within 30 days of the end of each payment period, recipient shall submit payment requests and milestone completion reports through LSC Grants, lscgrants.lsc.gov, supplemented by supporting documentation as required by LSC. All supporting documentation shall be uploaded using the LSC Grants and shall be in one of the following formats: Word (.doc), Excel (.xls), Adobe Acrobat (.pdf), or PowerPoint (.ppt).
 12. Grants can be terminated for four reasons: 1) by default if the grantee fails to provide required documentation on time, subject to written LSC waivers or extensions made at LSC's sole discretion; 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 and pursuant to LSC procedures, or 4) by default if the recipient ceases to be an LSC grantee. In situations (1) and (4) the grant automatically terminates and close-out procedures will be initiated for the grant for all activities for which timely documentation had been provided prior to the termination of the grant. UPON AUTOMATIC TERMINATION THERE IS NO RIGHT TO APPEAL. When a grant is ended for any of these reasons, the recipient 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 failed, and to return any unspent funds.
 13. It shall send one person, whose attendance will further the objectives of the grant, to the 2011 TIG Conference sponsored by LSC. This event will be held January 12-14, 2011 in Albuquerque, New Mexico. LSC will add \$1,100 to the amount of each recipient's first TIG payment to cover costs related to this person's attendance at the conference, and this \$1,100 will be withheld by LSC to cover the cost for the person to attend the TIG 2011 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 that exceed this amount. Recipient 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 recipient is unable to send a person to the Conference, or the expenses related to the person's attendance are less than \$1,100. Any unused money provided for the TIG conference purposes shall revert to LSC for future TIG funding. The date and location of the TIG conference are subject to change at LSC's sole discretion.
 14. Any publications created with grant funds or used to promote TIG projects shall display the LSC logo. It shall forward electronic copies of these publications to the assigned TIG grant manager via email. LSC shall retain a royalty-free, nonexclusive and irrevocable license to use, copy, distribute, and display on the LSC website any such publications.
 15. It understands and will comply with the Disclosure of Interests for Determination of Conflicts Policy ("Policy") at: <http://tig.lsc.gov/complianceresources.php>; that it will distribute the Policy to the persons covered by the Policy; that it will ensure that the persons covered by the Policy sign the Conflict of Interest Acknowledgement and Disclosure Form ("Disclosure Form") found at: <http://tig.lsc.gov/complianceresources.php>; that it will maintain in a single location these forms and any written updates of them related to new conflict situations, or additional information to correct an inaccurate or incomplete

previously signed and provided Disclosure Form; and that it will maintain in that location a statement of the resolution of each conflict situation and confirmation that the decision on the conflict resolution is documented in the board minutes with a copy of such minutes or a reference to where they are located, including whether the transaction involved is or is not in the best interest of the Organization. These materials will be made available to LSC, including the OIG, and other authorized parties as per the general requirements regarding access to grantee records in applicable laws, regulations, policies, grant assurances and other applicable authorities, and these materials will be retained as per normal retention requirements for LSC grant related documents. Violations of this policy, including failure to identify and resolve these issues in a timely fashion, could result in disallowed costs under 45 C.F.R. Part 1630 as well as other options available to LSC.

16. It understands that, if this grant is to develop an online intake system, there are special grant conditions that apply to this grant and, by accepting this grant, it is agreeing to abide by those special grant conditions in addition to the ones in this document. If this applies to your grant, you must download the 2010 TIG Special Grant Assurances for Online Intake Systems from <http://tig.lsc.gov/complianceresources.php>, sign them, and keep them available with these grant assurances.
17. 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 narratives 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 applicant program together with time to be spent on all other projects for other entities receiving TIG grants.
18. Any and all other LSC grant assurances for any other LSC grants that the applicant/recipient has agreed to, are hereby incorporated by reference, and those grant assurances will apply in full force and effect to the applicant/recipient'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/recipient during the term of the TIG funding. In the event of any conflicting language, the later terms will apply.

We have read these grant assurances and understand that by accepting this grant and signing this form, we are agreeing to comply with them.

Name of Executive Director

Name of Chairperson

Signature

Signature

Date

Date