

## Grant Agreement Standard Terms and Conditions

Should you be awarded a reimbursement Library Services and Technology Act grant, the return of the signed Grant Agreement from the Missouri Office of the Secretary of State's Library (hereinafter, the "State Library") to Grantee shall constitute acceptance of Grantee's Application and the overall Agreement along with the acknowledgement and acceptance by both parties of the Agreement terms and conditions. This Agreement is entered into between the State Library and the Grantee. In consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

- (1) PURPOSE: The United States Congress pursuant to 20 U.S.C. §§ 9101 to 9123 has authorized funds to be used for improving library services. The purpose of this Agreement is to award to the Grantee the use of such funds, to be administered by the State Library, for the purposes specified in the grant application.
- (2) GRANT PERIOD: The grant period is specified in the Grant Agreement and the Grant is subject to appropriations and cash availability.
- (3) PAYMENT/REIMBURSEMENT: The State Library shall reimburse the Grantee an amount not to exceed the total listed on the grant agreement form for the Grantee's reasonable expenses as full remuneration for the work and services set forth in the Agreement. Upon the Grantee's satisfaction of the terms and conditions of this Agreement, the State Library shall reimburse the Grantee an amount for reasonable and actual expenses after the State Library's receipt of a payment request and documentation setting forth the Grantee's itemized expenses; provided that the State Library approves such documentation. Reasonable expenses shall be determined by the Office of Secretary of State in accordance with rules and regulations promulgated by the state of Missouri's commissioner of administration. Any grant payment which includes travel shall be paid at the Office of Secretary of State's approved rates in effect at the time of the travel, or the grantees reimbursement rates, whichever is less;
- (4) SCOPE OF GRANT: The Grantee shall use the grant funds awarded under the terms as described in the Grant Agreement and Appendix A and B which are attached to and incorporated by reference as a part of the Grant Agreement. No monies obtained through this grant shall be made a part of the general operating budget of the Grantee, or used to supplant other federal, state, or local funds expended for library services.
- (5) NOTICE: All notices, reports, or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Grantee or the State Library at their respective addresses of record. Either party may change its address of record by written notice to the other party.
  - (A) Notice to State Library: Notices to the State Library shall be addressed and delivered to the following:  
Grants Officer  
Missouri State Library  
600 W. Main  
P.O. Box 387  
Jefferson City, MO 65102-0387  
Email: [LSTA@sos.mo.gov](mailto:LSTA@sos.mo.gov) or FAX: (573) 751-3612
  - (B) Notice to Grantee: Notices to the Grantee shall be addressed and delivered to the name and address on the Grant Award Acceptance form.

(C) Notice to Office of Administration: The Grantee shall notify the Office of Administration of the change of address through the Vendor Services Portal, Vendor Input/ACH-EFT Application at <https://www.vendor-services.mo.gov/vendor-services/Portal/Default.aspx>.

- (6) REPORTS: The Grantee shall submit to the State Library reports documenting the successful completion of all project activities pursuant to this Agreement. Required forms for submission of any Interim and Final Reports shall be included with this Agreement, along with instructions for completing the forms and instructions for inclusion of other project related materials as part of the Final Report.
- (7) PUBLICATION CREDIT: The grantee shall include in all publications or other materials produced in whole or in part with funds awarded under this Agreement the logo of the Institute of Museum and Library Services with the following text: "This (project/publication/activity) is supported by the Institute of Museum and Library Services under the provisions of the Library Services and Technology Act as administered by the Missouri State Library, a division of the Office of the Secretary of State".
- (8) RECORDS: The Grantee shall retain, for not less than ten years from the termination date of the grant period, records documenting the expenditure of all funds provided by the State Library pursuant to this Agreement. The Grantee shall, upon request, provide to the State Library any records so retained.
- (9) AUDIT AND ACCOUNTING: The Grantee shall comply with the Single Audit Act, as amended, and OMB Circular No. A-133. The Grantee shall use adequate fiscal control and accounting procedures to disburse properly all funds provided by the State Library pursuant to this Agreement. The Grantee shall deposit unused funds provided pursuant to this Agreement in an interest bearing account and use any accrued interest from the account for the work and services to be provided pursuant to this Agreement.
- (10) LAW TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Grantee shall perform all work and services in connection with this Agreement in conformity with applicable state and federal laws and regulations including, but not limited to, the LSTA, Executive Order 12549 which provides that persons debarred or suspended shall be excluded from financial and non-financial assistance and benefits under federal programs, the Single Audit Act, as amended, and OMB Circular No. A-133. Other applicable laws are listed in the appendix.
- (11) SUBCONTRACTING: The Grantee may subcontract work and services set forth in this Agreement, provided that the State Library shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Grantee shall be solely responsible for the services provided in connection with this Agreement and solely liable to any subcontractor for all expenses and liabilities incurred under the subcontract. For contracts where the award is in excess of \$5,000, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, to reduce liability, the State Library shall require any general contract binding a contractor and subcontractor to affirmatively state that: a) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and b) shall not henceforth be in such violation and c) the contractor or subcontractor shall receive a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- (12) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, shall be accomplished by a formal written amendment signed and approved by the duly authorized representatives of the Grantee and the State Library, except that the Grantee may transfer an amount not to exceed seventy-five dollars (\$75.00) from one budget item to another budget item designated in the Grantee's grant application without obtaining a formal written amendment.

- (13) INDEMNIFICATION: The Grantee shall be responsible for the acts, omissions to acts or negligence of the Grantee, its agents, employees and assigns. The Grantee shall hold harmless and indemnify the State Library, including its agents, employees and assigns, from every injury, damage, expense, liability or payment, including legal fees, arising out of any activities conducted by the Grantee in connection with or in any way relating to this Agreement.
- (14) SOVEREIGN IMMUNITY: The State of Missouri, its agencies and its subdivisions do not waive any defense of sovereign or official immunity upon entering into this Agreement.
- (15) INDEPENDENT CONTRACTOR: The Grantee, its agents, employees and assigns shall act in the capacity of an independent contractor in performance of this Agreement and not as an agent, employee or officer of the Office of the Secretary of State or the State Library.
- (16) HEADINGS: The underlined headings appearing within this instrument shall not be incorporated as part of this Agreement and are included only for the convenience of the reader.
- (17) ENTIRE AGREEMENT: This instrument embodies the whole agreement of the parties. No amendment shall be effective unless it is accomplished by a formal written amendment signed and approved by the duly authorized representatives of the Grantee and the State Library.
- (18) CANCELLATION: The Missouri State Library, by providing the Grantee with written notice of cancellation, may cancel this Agreement at any time for failure by the Grantee to fulfill its obligations under this Agreement. Should the State Library exercise its right to cancel this Agreement, the cancellation shall become effective upon the date specified in the notice of cancellation sent to the Grantee. In the event of a cancellation of the Agreement, the State Library shall reimburse the Grantee for work and services completed prior to the notice of cancellation effective date.
- (19) LIST OF EXCLUDED PARTIES: Prior to awarding of any contract under this grant agreement, the Grantee shall consult the List of Parties Excluded from Federal Procurement of Non-Procurement Programs to establish that the proposed vendor is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.
- (20) ACCESS: The Grantee, at any time during the grant period, shall provide to the State Library access to the site of the work being provided under this Agreement.
- (21) CFDA NUMBER: The Catalog of Federal Domestic Assistance number for this project is 45.310.

## **Appendix A**

### **Statutes and Regulations Pertaining to LSTA Grant Awards**

**1. Museum and Library Services Act**

20 USC Chapter 72 – Museum and Library Services

**2. General Regulation for Administering the Grants**

2 CFR 3187 Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards

**3. Regulations Governing Nondiscrimination**

a. 2 CFR 3187.12 Federal statutes and regulations on nondiscrimination

b. 45 CFR 1110- Nondiscrimination in Federally Assisted Programs

**4. Other Applicable Regulations**

a. 2 CFR 3185 and 2 CFR 180 Nonprocurement Debarment and Suspension

b. 2 CFR 3186 and 2 CFR 182 Requirements for Drug-Free Workplace

**5. State and local statutes and regulations**

a. Rules of Elected Officials, Division 30 – Secretary of State, Chapter 200 – State Library

b. Work Authorization Program – Sections 285.525-285.550, RSMo