

**OREGON STATE LIBRARY**

**SAMPLE LSTA GRANT CONTRACT**

This contract is entered into by and between the Oregon State Library and the agency designated as "the Subgrantee" in Section I. below, pursuant to the authority granted to the Oregon State Library under Oregon Revised Statutes 357.005 (2) (i) and 357.031 and in compliance with the provisions of Public Law 111-341, which reauthorizes the Library Services and Technology Act, 20 USC 72.

**I. CONTRACTING PARTIES**

The Receiving Agency: Oregon State Library

The Subgrantee: **XX**

**II. TERMS AND CONDITIONS**

A. The Receiving Agency agrees to make a grant of monies to be used for the purpose of completing the activities described in the Subgrantee's Library Services and Technology Act grant application entitled "**XX**" as approved by the Oregon State Library Board.

B. The Subgrantee agrees to administer the grant project in accordance with the provisions of the Library Services and Technology Act, 20 USC 72, and with the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments of the National Foundation on the Arts and Humanities, 45 CFR 1183.

C. The Subgrantee agrees to the following with regard to monies granted under this agreement: The Subgrantee will charge expenditures against this grant only if they conform to the grant application cited in Section II. A. above as approved by the Oregon State Library Board, and are for expenses incurred or obligated during the grant period. Grant funds will not be encumbered after **[12 months]**. By **[15 months]** all monies will have been expended and a final Financial Status Report will be submitted to the Receiving Agency and all unexpended funds will be returned.

D. The Subgrantee will utilize the sum of **[\$500 -\$800]** provided by the Receiving Agency to obtain the services of an independent project evaluator, selected by the Receiving Agency. The project evaluator will make an onsite visit to the project in the final months of the grant period, and will submit a written evaluation report to the Receiving Agency and Subgrantee, according to specifications of the Receiving Agency.

E. The Subgrantee agrees to comply with the audit requirements for this grant as contained in OMB Circular A-133 [Revised], which applies to states, local governments and non-profit organizations.

F. The Subgrantee agrees that any income earned by the Subgrantee from activities which were supported, in whole or in part, by funds granted under this agreement, will be expended during the grant program for allowable costs of the project and reported on in the quarterly and final Financial Status Reports to the Receiving Agency.

G. The Subgrantee agrees that any and all library services directly supported, in whole or in part, by funds granted under this agreement will be provided free of charge to all persons residing in the community, district or region from which the Subgrantee receives its financial support.

H. The Subgrantee agrees that all promotional materials, press releases, bibliographies, reports and other such publications resulting from the activities supported, in whole or in part, by this grant will contain the following acknowledgment:

*This (project, program, publication) is supported in whole or part by the Institute of Museum and Library Services through the Library Services and Technology Act, administered by the Oregon State Library.*

I. The Subgrantee is free to copyright any books, publications or other materials developed as a result of this grant; however, the Receiving Agency and the Institute of Museum and Library Services reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

J. The Subgrantee agrees to retain all financial and programmatic records, supporting documents, statistical records, and other records pertinent to this grant for a period of three (3) years beginning on the day in which the final Financial Status Report for the grant is filed. Any books, documents, papers, or any other records of the Subgrantee which are pertinent to this grant agreement will be made available to the Institute of Museum and Library Services, Comptroller General of the United States and the Oregon State Library, or any of their authorized representatives at all reasonable times during the retention period for the purpose of audits or examinations, or to make excerpts or transcripts of such records.

K. The Subgrantee agrees to the following with respect to property purchased with funds granted under this agreement: The Subgrantee will maintain inventory records of tangible, non-expendable, personal property purchased with grant funds, defined as items having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The Subgrantee will report the purchase of such property to the Receiving Agency on a form supplied by the Receiving Agency within thirty (30) days following the receipt of such property. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years. Title to all property purchased with funds granted under this agreement will vest in the Subgrantee. The Subgrantee will dispose of any non-expendable personal property in accordance with federal requirements and procedures of the Receiving Agency, which include the filing of a disposition report for all such property.

L. The Subgrantee agrees to expend grant monies in accordance with Section V. of this contract. Otherwise, it agrees to secure specific written approval before obligating grant funds.

M. The Subgrantee agrees to provide the Receiving Agency with two (2) sets of all promotional materials and other publications or productions resulting from the activities supported, in whole or in part, by funds granted under this agreement.

N. The Subgrantee agrees to provide the Receiving Agency with four (4) Grant Activities Reports on a form supplied by the Receiving Agency in accordance with the following schedule:

*[dates below may change with Congressional appropriation date]  
Sample below based on Feb 1, 2012 start*

<i>Reporting Period</i>	<i>Due Date</i>
February 1, 2012 to April 30, 2012	May 31, 2012
May 1, 2012 to July 31, 2012	August 31, 2012
August 1, 2012 to October 31, 2012	November 30, 2012
November 1, 2012 to January 31, 2013	February 28, 2013

O. The Subgrantee agrees to provide the Receiving Agency with five (5) Financial Status Reports on forms supplied by the Receiving Agency in accordance with the following schedule:

<i>Reporting Period</i>	<i>Due Date</i>
February 1, 2012 to April 30, 2012	May 31, 2012
May 1, 2012 to July 31, 2012	August 31, 2012
August 1, 2012 to October 31, 2012	November 30, 2012
November 1, 2012 to January 31, 2013	February 28, 2013
February 1, 2013 to April 30, 2013	May 30, 2013

P. The Subgrantee agrees to comply with the terms and conditions of this contract and acknowledges that failure to comply can result in grant suspension. Suspension will be effective thirty (30) days after receipt of written notification from the Receiving Agency, during which time the Subgrantee may appeal the suspension to the State Librarian.

Q. The Subgrantee may request in writing to the Receiving Agency for termination of this signed agreement. The Receiving Agency may terminate this contract upon review of the request. Also, the Receiving Agency may terminate this agreement for noncompliance with the terms of the grant award. Termination will be effective thirty (30) days after receipt of written notification from the Receiving Agency, during which time the Subgrantee may appeal the termination to the State Librarian. The Receiving Agency may terminate or modify this contract, effective upon delivery of written notice to Contractor, or at such later date as Agency may establish in such notice, if the Receiving Agency fails to receive funding, or appropriations limitations or other expenditure authority at levels sufficient to pay for the purchase of the indicated quantity of services.

- R. The Subgrantee shall certify compliance with Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participants’ responsibilities.
- S. The Subgrantee shall obtain prior approval from the Receiving Agency for all proposed contracts with planning consultants, including the consultant selection and scope of work.

III. PAYMENT FOR SERVICES

The Subgrantee may obtain payment under this grant agreement by submitting claims for payment on a form to be supplied by the Receiving Agency. It may only claim grant funds to meet projected disbursement needs for a period not to exceed twenty-nine (29) days.

IV. TERM OF THIS CONTRACT

This contract is to begin upon execution by both parties to the agreement and shall terminate **[12 months]**.

V. PROJECT BUDGET FROM GRANT SOURCES

The Subgrantee may expend funds granted under this agreement only in accordance with the following approved budget:

<i>Cost Categories</i>	<i>Amount</i>
Personnel	\$0
Fringe Benefits	\$0
Travel	\$0
Equipment	\$0
Supplies	\$0
Contractual (note peer evaluation funds added in)	\$0
Library materials	\$0
<b>TOTAL DIRECT CHARGES</b>	<b>\$0</b>
<b>INDIRECT CHARGES</b>	<b>\$0</b>
<b><i>TOTAL GRANT:</i></b>	<b>\$0</b>

Funds may be transferred among the above direct cost categories for which allocations were approved, without need of a contract amendment, so long as cumulative transfers among direct cost categories do not exceed ten percent (10%) of the total approved budget. This provision does not allow the total amount of the contract to be exceeded.

## VI. CONTRACT AMOUNT

The total amount of this contract shall not exceed: **[\$]**. The source of funds is the Library Services and Technology Act, FFY **2012**. The CFDA number is 45.310 "Grants to States.

## VII. CERTIFICATION

The undersigned Receiving Agency does hereby certify that the services to be received as specified above are necessary and essential for activities that are properly within the statutory functions of the Receiving Agency, and that the arrangements and payments contracted for are in compliance with the provisions for Programs of the Institute of Museum and Library Services, Library Services and Technology Act, 20 USC 9101, and the Oregon LSTA 5-year State Plan.

## RECEIVING AGENCY

Oregon State Library

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 MaryKay Dahlgreen, Interim State Librarian

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 Date

## SUBGRANTEE

**[Fiscal Agency or Grantee]**

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 Signature

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 Date

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 Name

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 Email

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 Title

## SUBGRANTEE FISCAL OFFICER

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 Signature

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 Date

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 Name

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 Email

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 Title

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 Telephone number

Address:

SUBGRANTEE PROPERTY MANAGER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Email

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Title

\_\_\_\_\_  
Telephone number