

## FDP Cost Reimbursement Subaward

<b>Federal Awarding Agency:</b> Other [Type in Agency]		National Writing Project: US Department of Education
<b>Pass-Through Entity (PTE):</b> University of Louisville Research Foundation, Inc		<b>Subrecipient:</b> Jefferson County Board of Education dba Jefferson County Public Schools
PTE PI: Geneva Stark, Ph.D.	Sub PI: Suzanne Jackson	
PTE Federal Award No: Superintendent, Jefferson County Public Schools	Subaward No: ULRF_19-0972A-01	
Project Title: Louisville Writing Project		
Subaward Period of Performance (Budget Period): Start: 10/01/2020 End: 06/30/2021		Amount Funded This Action (USD): \$ 86,420.00
Estimated Project Period (if incrementally funded): Start: End:		Incrementally Estimated Total (USD): \$

### Terms and Conditions

1. PTE hereby awards a cost reimbursable Subaward, (as determined by 2 CFR 200.330), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Principal Investigator Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Principal Investigator Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. PTE notice shall be directed to the Administrative Contact, and Subrecipient notice shall be directed to the Administrative Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:		By an Authorized Official of the Subrecipient:	
Name: Kevyn E. Merten, Ph.D. Title: Associate Vice President, Research and Innovation	Name: Dr. Martin Pollio Title: Superintendent, Jefferson County Public Schools	Date: 	Date: 

## **Attachment 1**

### **Certifications and Assurances**

Subaward Number:

ULRF\_19-0972A-01

#### **Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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#### **Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

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#### **Audit and Access to Records**

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

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#### **Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

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The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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#### **Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

**Attachment 2**  
**Federal Award Terms and Conditions**

Subaward Number  
**ULRF\_19-0972A-01**

**Required Data Elements**

The data elements required by Uniform  
Guidance are incorporated **in the attached Federal Award.**

Awarding Agency Institute (If Applicable)

Federal Award Issue Date FAIN CFDA No.

05/14/20

U411A160004

84.411

CFDA Title

Education Innovation and Research

Key Personnel Per NOA

Geneva Stark, Ph.D.

**This Subaward Is:**

☐

Research & Development

☒

Subject to FFATA

**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the **Administrative** Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income:

**Special Terms and Conditions:**

**Data Sharing and Access:**

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

**No additional requirements**

**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

**Copyrights:**

**Subrecipient Grants** to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: **Subrecipient**

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: **National Writing Project: US Department of Education**

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

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**Work Involving Human or Vertebrate Animals** (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

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**Human Subjects Data** (Select One) Not Applicable

This section left intentionally blank

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This section left intentionally blank

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**Additional Terms**

All terms and conditions specified in the Prime Notice of award flow down to the subawardee.

General Delay / Force Majeure: No Party will be liable to the other for any failure or delay in the performance of its obligations to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, quarantines, delays in visas, changes in laws and governmental policies, or other conditions beyond its reasonable control following execution of this subaward. If the performance by either Party of any of its obligations under this subaward (including making a payment) shall be prevented by any such circumstances, then such Party shall communicate the situation to the other as soon as possible, and the Parties shall endeavor to limit the impact to the project. The Parties agree to mitigate risks to the project and personnel, and to amend project period of performance and milestones if possible. Nothing herein shall limit the rights of either Party to terminate this subaward as indicated in Article 9 of the first page of this subaward.

**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:

ULRF\_19-0972A-01

**PTE Information**

Entity Name: University of Louisville Research Foundation, Inc.

Legal Address: Office of Sponsored Programs Administration  
The Nucleus, 300 East Market Street, Suite 300  
Louisville, KY 40202-1959

Website:

**PTE Contacts**

Central Email: Fully Executed Agreements/Amendments should be returned to: Donnia Schlaff (Subaward Administrator) at dmschl05@louisville.edu

Principal Investigator Name: Geneva Stark, Ph.D.

Email: geneva.price@louisville.edu

Telephone Number: 502-541-3277

Administrative Contact Name: Andrew French, Core Lead - Award Administration Core

Email: OSPA@louisville.edu

Telephone Number: 502-852-3788

COI Contact email (if different to above): coioff@louisville.edu

Financial Contact Name: Glen Jones

Email: glen.jones@louisville.edu

Telephone Number: 502-852- 2592

Email invoices? ☒ Yes ☐ No Invoice email (if different): subinv@louisville.edu

Authorized Official Name: Judy Bristow

Email: OSPA@louisville.edu

Telephone Number: 502-852-3788

**PI Address:**

Department of Special Education  
Room 123D - College of Education and Human Development  
University of Louisville  
Louisville, KY 40292

**Administrative Address:**

University of Louisville  
Office of Sponsored Programs Administration  
The Nucleus, 300 E. Market Street, Suite #300  
Louisville, KY 40202-1959

**Invoice Address:**

Office of Sponsored Programs Administration - Compliance Core  
University of Louisville  
300 E. Market Street, Suite #300  
Louisville, KY 40202-1959

## Attachment 3B

### Subrecipient Contacts

Subaward Number:

ULRF\_19-0972A-01

#### Subrecipient Information for FFATA reporting

Entity's DUNS Name: Jefferson County Board of Education dba Jefferson County Public Schools

EIN No.: 1-616001316

Institution Type: Special District Gov't

DUNS: 062984430

Currently registered in SAM.gov: ☒ Yes ☐ NoExempt from reporting executive compensation: ☒ Yes ☐ No (if no, complete 3Bpg2)

Parent DUNS: NA

This section for U.S. Entities:

Zip Code Look-up

Place of Performance Address

Congressional District: 3

Zip Code+4:

40218-2414

Multiple sites throughout Jefferson County, Kentucky

#### Subrecipient Contacts

Central Email: NA

Website: <https://www.jefferson.kyschools.us/>

Principal Investigator Name: Suzanne Jackson

Email: [suzanne.jackson@jefferson.kyschools.us](mailto:suzanne.jackson@jefferson.kyschools.us)

Telephone Number: (502) 485-8304

Administrative Contact Name: Becky Crump

Email: [becky.crump@jefferson.kyschools.us](mailto:becky.crump@jefferson.kyschools.us)

Telephone Number: (502) 485.3290

Financial Contact Name: Cordelia Hardin, CFO

Email: [cordelia.hardin@jefferson.kyschools.us](mailto:cordelia.hardin@jefferson.kyschools.us)

Telephone Number: (502) 485.3353

Invoice/Payment Email: [linda.miller@jefferson.kyschools.us](mailto:linda.miller@jefferson.kyschools.us)

Authorized Official Name: Dr. Marty Pollio, Superintendent

Email: [marty.pollio@jefferson.kyschools.us](mailto:marty.pollio@jefferson.kyschools.us)

Telephone Number: (502) 485.3251

#### Legal Address:

Jefferson County Public Schools  
VanHoose Education Center  
3332 Newburg Road  
Louisville, Kentucky 40232-4020

#### Administrative Address:

Jefferson County Public Schools  
VanHoose Education Center  
3332 Newburg Road  
Louisville, Kentucky 40218-2414

#### Payment Address:

Jefferson County Public Schools  
VanHoose Education Center  
3332 Newburg Road  
Louisville, Kentucky 40218-2414

**Attachment 4**  
**Reporting and Prior Approval Terms**

Subaward Number:

ULRF\_19-0972A-01

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

**Technical Reports:**

- ☐ Monthly technical/progress reports will be submitted to the PTE's  within  days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- ☒ Annual technical / progress reports will be submitted within  days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☒ A Final technical/progress report will be submitted to the PTE's  within  days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's  in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

**Prior Approvals:**

Carryover:

Carryover is restricted for this subaward by the:

*Carryover instructions and requirements are as stated by the Federal Awarding Agency guidance or as shown below.*

Submit carryover requests to the .

**Other Reports:**

- ☒ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's  within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's  within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

**Additional Technical and Reporting Requirements:**

**Attachment 5**  
**Statement of Work, Cost Sharing, Indirects & Budget**

Subaward Number:

ULRF 19-0972A

**Statement of Work**

☐ Below ☒ Attached,  pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

**Budget Information**

<b>Indirect Information</b> Indirect Cost Rate (IDC) Applied <input style="border: 1px solid black;" type="text" value="3.18"/> %  Rate Type: <input style="border: 1px solid black;" type="text" value="Modified Total Direct Costs"/>	<b>Cost Sharing</b> <input style="border: 1px solid black;" type="text" value="No"/>  If Yes, include Amount: \$ <input style="border: 1px solid black;" type="text"/>
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**Budget Details** ☐ Below ☒ Attached,  pages

**Budget Totals**

Direct Costs	\$ <input style="border: 1px solid black;" type="text" value="83,756.00"/>
Indirect Costs	\$ <input style="border: 1px solid black;" type="text" value="2,663.00"/>
Total Costs	\$ <input style="border: 1px solid black;" type="text" value="86,420.00"/>

*All amounts are in United States Dollars*



University of Louisville College of Education and Human Development  
National Writing Project  
October 1, 2020 - June 30, 2021  
JCPS subgrant

**Personnel**

*Salaries:*

Suzanne Jackson (MOA Consultant) - 151 days @ \$427.5187 per day	\$64,555
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*Fringes:*

S. Jackson	\$19,201
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<i>Total Direct Costs</i>	\$83,756
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<i>Indirect Costs @ 3.18%</i>	\$2,663
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<b>TOTAL</b>	<b>\$86,420</b>
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## **Scope of Work and Budget Justification for**

### **Suzanne Jackson**

**Suzanne serves as the Co-Director for the C3WP grant, working with the Kentucky Writing Project C3WP Leadership Team to plan and provide professional learning experiences through the NWP C3WP i3 grant awarded to the Louisville Writing Project to our partnering districts of Ohio, McLean, McCreary, and Washington counties. From October 1, 2020 through June 30, 2021, she will be assigned 100% to the project with Salary charges of \$64,555, Fringe Benefits of \$19,201 and Indirect Costs of \$2,663 (3.18%) for a total of \$86,420 (rounded up).**

#### **Primary duties include**

- **preparing for and participating in weekly leadership planning meetings**
- **facilitating 2-day launches of the professional learning for grades 7-10 teachers**
- **demonstrating lesson resources in classrooms**
- **leading professional learning experiences in PLCs and teacher work groups**
- **training teachers to use an online assessment system and maintaining records for analysis**
- **developing instructional materials and posting them for classroom use and easy teacher access,**
- **analyzing student work and district data**
- **maintaining regular communication with our partner districts (administrators, grant liaisons, and classroom teachers)**
- **recording teacher participation hours in the NWP dashboard, as well as completing required reports for the grant.**

**AGREEMENT**  
**between the**  
**NATIONAL WRITING PROJECT**

**and the**  
**UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, INC.**

**THIS AGREEMENT (92-KY03-2020i3C3WP)** (the “Agreement”) is made this 14<sup>th</sup> day of May, 2020 by and between the National Writing Project ("NWP") and the University of Louisville Research Foundation, Inc. in behalf of the **Louisville Writing Project** ("Subrecipient") (each a “Party” or collectively the “Parties”).

The Parties hereto agree as follows:

**ARTICLE I. STATEMENT OF WORK**

Subrecipient shall be responsible for implementing its proposal as previously submitted for the 2020-2021 i3 Scale-Up C3WP Late Start Professional Development Grant.

**ARTICLE II. PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall be from June 1, 2020 through June 30, 2021. All obligations incurred under this Agreement must be liquidated within ninety (90) days after the end of the period of performance. Reasonable and necessary pre-award costs are allowable up to sixty (60) days prior to the start of the period of performance.

**ARTICLE III. FUNDING, EXPENDITURES PLAN AND PAYMENT**

A. **Funding Amount**

The following funding amount applies to each named late-start partner district:

Ohio County School District: \$143,000  
Washington County School District: \$86,000  
McLean County Public Schools: \$88,000  
McCreary County School District: \$108,000

The grand total award of funds under this Agreement is **\$425,000**.

B. **Funding Source**

This Agreement is funded by a grant to NWP from the U.S. Department of Education, under PR/Award Number U411A160004, effective, January 1, 2017, Project Title: *Scaling Up the National Writing Project's College-Ready Writers Program: Expanding Access, Reach, and Leadership for Ongoing Improvement*. This grant of federal funds falls under Catalog of Federal Domestic Assistance (CFDA) Number 84.411A, from the Investing in Innovation (i3) Fund (Non-ARRA Funds).

C. **Expenditure Plan**

Subrecipient shall expend NWP grant funds in accordance with the budget attached hereto and incorporated herein as Exhibit A. Deviations not to exceed 10% of the total budget are permitted without prior approval. You must contact NWP to discuss any major changes to the plan of work as originally proposed in your grant application. Revisions can be sent to [i3@nwp.org](mailto:i3@nwp.org).

Per 34 CFR EDGAR, as amended on December 19, 2014, §75.562: Indirect cost rates for educational training projects, the maximum allowable indirect cost rate is limited to the ED Training Grant Rate of 8% of Modified Total Direct Cost Base (or your negotiated rate, if lower than 8%). A modified total direct cost base consists of total direct costs minus participant stipends and tuition/fees.

Grant funds may not be allocated to direct administrative costs in excess of 10% of total funding. Expenditures for foreign travel, entertainment, or alcohol are unallowable.

This grant must be kept separate in your accounting system from other grants awarded by NWP.

D. Payment

NWP shall provide payment in the amount of \$425,000 to Subrecipient upon receipt of a fully executed copy of this Agreement emailed to [bhboyle@nwp.org](mailto:bhboyle@nwp.org).

E. Cost-Sharing

This grant does not require cost-share.

**ARTICLE IV. FINANCIAL ACCOUNTING, RECORDS AND REPORTS**

A. General Accounting

Subrecipient shall maintain accounts, records, and other evidence pertaining to costs incurred. The system of accounting employed by Subrecipient shall be in accordance with generally accepted accounting principles and shall be applied in a consistent manner so that the project expenditures can be clearly identified.

B. Financial Records

NWP may inspect and audit Subrecipient's financial accounts and records at any time during reasonable business hours and with such frequency as may be deemed necessary. Financial records must be kept on file for a minimum of three years from the date of submission of the final expenditure report. The required retention period may be extended by written notification from NWP.

C. Financial Reporting

Subrecipient shall submit to NWP a financial report of grant funds expenditures in the format of Exhibit C within 90 days of the end of the period of performance. Future awards of funds, if applicable, may be delayed pending receipt of a report for a previously completed project year. The latest version of Exhibit C can be downloaded here: [http://archive.nwp.org/cs/public/print/doc/nwpsites/exhibit\\_c.html](http://archive.nwp.org/cs/public/print/doc/nwpsites/exhibit_c.html).

D. Final Budget Revision

Subrecipient shall submit to NWP a final revision of the budget attached as Exhibit A in NWP's online budget system: [http://archive.nwp.org/cs/public/print/doc/nwpsites/budget\\_system.html](http://archive.nwp.org/cs/public/print/doc/nwpsites/budget_system.html). The budget shall be due at the same time as the financial report deadline in Article IV, section C.

E. Federal Expenditure Regulations

In regard to federal funds expenditures, Subrecipient shall comply with the parts of the Education Department General Administrative Regulations (EDGAR), as applicable, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable, and specific program regulations that govern the award and administration of this Agreement as described in Exhibit B.

**ARTICLE V. NARRATIVE AND DATA REPORTS**

Subrecipient shall submit reports by the specified annual or project deadline. No future funds, if applicable, can be awarded until each previous year's reporting is received. Timely submission of each of the reporting elements listed below is essential so that NWP can fulfill its reporting obligations to the U.S. Department of Education. i3 funding requires data about participation, participants' school assignments, impact on classroom practice, and impact on student writing. NWP will send reminders of each of these reporting requirements:

- By September 15, 2020, submit participant and facilitator information for upper elementary and secondary PD in each late start district. This information will include contact information, grade level, and subject area of each participating teacher.
- Submit detailed Professional Learning Tracking (PLT) forms that report the number of hours of participation at the individual level and provide detailed information about the content and processes used in professional development. These will be submitted by September 15, 2020; January 15, 2021; April 1, 2021; and July 15, 2021.
- Participating teachers in the professional development submit analyses of student writing from C3WP instructional resources using the web-based Using Sources Tool at least twice (preferably more) during the 2020–21 school year.
- Submit a final narrative report on all years of C3WP participation, due June 30, 2021

#### **ARTICLE VI. SUBRECIPIENT'S PROJECT DIRECTOR**

Subrecipient's project director for conduct of the work contemplated herein is Jean Wolph.  
Subrecipient shall notify NWP promptly of any changes in project director.

#### **ARTICLE VII. PROJECT PERSONNEL**

##### **National Writing Project:**

- |                                |                                                                                                                                                                            |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Program Matters:            | Dr. Elyse Eidman-Aadahl<br>Executive Director<br>National Writing Project<br>2120 University Avenue<br>Berkeley, CA 94704<br>510.679.2424                                  |
| 2. Contractual/Fiscal Matters: | Barbara A.H. Boyle<br>Director of Grants and Contracts<br>National Writing Project<br>2120 University Avenue<br>Berkeley, CA 94704<br>510.679.2424 x640<br>bhboyle@nwp.org |

##### **University of Louisville Research Foundation, Inc.:**

- |                     |                                                                                                                                         |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| 1. Program Matters: | <u>Jean Wolph</u><br><u>1901 S. First St.</u><br><u>CEHD University of Louisville</u><br><u>Louisville, KY 40292</u><br>_____           |
| 2. Fiscal Matters:  | <u>Glen Jones</u> , Financial Director,<br><u>502-852-2788;</u><br><u>grantfa@louisville.edu</u><br><u>Office of Sponosred Programs</u> |

300 East Market St. , suite 300  
Louisville KY 40202 -1959

3. Contractual Matters:

Andrew French  
Award Core lead  
Office Of Sponsored Programs  
300 East Market St., suite 300  
Louisville KY 40202 -1959  
ospa@louisville.edu  
502-852-3788

#### **ARTICLE VIII. CONFLICT OF INTEREST**

- A. Subrecipient shall not knowingly hire or contract with an officer, employee or director of NWP, members of the immediate families of the foregoing, or any organization that is subject to 35% or more control by any of the foregoing individuals to perform any service covered by this contract without the written permission of NWP.
- B. Any question which may arise during the performance of this Agreement regarding a possible conflict of interest shall be disclosed to NWP and addressed in accordance with Subrecipient's conflict of interest policy.

#### **ARTICLE IX. LIABILITY**

Subrecipient is, and will be acting as, an independent contractor in the performance of this work, and shall be solely responsible where found liable arising out of any act or omission of its employees or agents in connection with the performance of this work, however caused.

#### **ARTICLE X. COMPLIANCE WITH TERMS OF THE AGREEMENT**

If Subrecipient materially fails to comply with the terms and conditions of this Agreement, including programmatic requirements and any statutes, rules, or regulations applicable to this Agreement, NWP may disallow all or part of the cost of the activity or action not in compliance, wholly or partly suspend or terminate this Agreement, withhold further awards for the project or program, or exercise any other rights or remedies available at law or equity, as appropriate for the circumstance.

#### **ARTICLE XI. HEADINGS**

Section headings are included for convenience of reference only and shall not constitute a part of the Agreement for any other purpose or be given any substantive effect.

#### **ARTICLE XII. ENTIRE AGREEMENT, AMENDMENTS AND AUTHORITY**

This Agreement shall constitute the entire agreement between the Parties with regard to the subject matter hereof. All amendments, modifications, or extensions to this Agreement shall be by mutual consent of both Parties and shall be in writing. Each Party represents and certifies that it has full power and authority to enter into and perform its obligations under this Agreement.

#### **ARTICLE XIII. ASSIGNMENT**

Neither Party may assign this Agreement or any rights or obligations hereunder, by operation of law or otherwise, without prior written consent of the other Party, which shall not be unreasonably withheld.

#### **ARTICLE XIV. SEVERABILITY**

Should any term or provision of this Agreement be held to be invalid, illegal, or unenforceable in any jurisdiction, such term or provision shall be deemed omitted, and this Agreement, with such term or provision omitted, shall remain in full force and effect without rendering invalid, illegal, or unenforceable the remaining terms or provisions of this Agreement in any other jurisdiction.

**ARTICLE XV. TERMINATION**

Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other Party. Non-cancelable obligations and allowable costs incurred for the purposes indicated in the approved budget as of the date of termination may be covered, up to the funding amount of this Agreement. Subrecipient shall take all necessary measures to mitigate costs. Subrecipient shall submit a final financial report in the format of Exhibit C and return any unexpended funds to NWP within ninety (90) days.

**ARTICLE XVI. APPLICABLE LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Kentucky.

**ARTICLE XVII. RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS**

Under no circumstances shall Subrecipient or any of its Subrecipients or consultants conduct or allow to be conducted any covered research activity (as defined at 34 C.F.R. § 97.102) involving human subjects under this Agreement without the express written consent of NWP.

**ARTICLE XVIII. TRAFFICKING IN PERSONS**

By accepting this Agreement, Subrecipient agrees to comply with the requirements of 2 CFR Part 175 – Award Term for Trafficking in Persons, as amended below. Paragraphs a.2.ii.B and b.2.ii of 2 CFR 175.15(b) are amended to read as follows:

- a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR Part 85.
- b.2.ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR Part 85.

NWP may terminate this Agreement without liability for any violation of these provisions by the Subrecipient, its employees, or its authorized subrecipients.

**ARTICLE XIX. ACORN**

By accepting this Agreement, Subrecipient agrees to notify NWP and provide a reasonable period of time for NWP and the Government to respond, before Subrecipient can agree to provide any portion of this Agreement award to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. This condition takes into account the Consolidated Appropriations Act, 2018 (P. Law No. 115-141), and pending litigation on related matters. Any questions about this condition shall be directed to NWP.

**ARTICLE XX. PROHIBITION OF TEXT MESSAGING AND E-MAILING WHILE DRIVING DURING OFFICIAL FEDERAL GRANT BUSINESS**

Subrecipient and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government or NWP supplied electronic equipment to text message or email when driving.

Subrecipient must comply with these conditions under Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009.

**ARTICLE XXI. EQUAL OPPORTUNITY AND NONDISCRIMINATION**

In connection with its performance of this Agreement, Subrecipient shall comply with Executive Order 11246 ("Equal Employment Opportunity") as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient also agrees to comply with all federal statutes relating to nondiscrimination as shown in Exhibit D.

**ARTICLE XXII. CLEAN AIR AND WATER POLLUTION CONTROL**

For Agreements with a value equal to or exceeding \$100,000, Subrecipient will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as shown in Exhibit D.

**ARTICLE XXIII. DEBARMENT**

Subrecipient will comply with all Federal statutes relating to Debarment, Suspension and Other Responsibility Matters, per 2 CFR part 180, subpart C, as adopted at 2 CFR part 3485.12. Additionally, Subrecipient must include a similar term or condition in lower-tier covered transactions.

**ARTICLE XXIV. LOBBYING**

Subrecipient will comply with all federal statutes and provide any required certifications relating to Lobbying as shown in Exhibits E and F, as applicable.

**ARTICLE XXV. PUBLICATION AND ACKNOWLEDGMENT**

Subrecipient may publish the results of contract activity provided that such publications (printed, visual, or electronic) contain acknowledgment of support from NWP and the U.S. Department of Education in accordance with Exhibit G and the following conditions:

- A. Acknowledgment must include in an appropriate place a statement that findings, conclusions, etc., do not necessarily represent the view of NWP or the U.S. Department of Education. At least two copies of all such publications must be furnished to NWP.
- B. Any tangible result of contract activity (productions, displays, exhibits, etc.) should bear an announcement of NWP and U.S. Department of Education support.

**ARTICLE XXVI. GRANTEE INFORMATION**

Subrecipient will comply with The Federal Funding Accountability and Transparency Act (FFATA) by providing the data requested in the Annual Grantee Information Form attached hereto and incorporated herein as Exhibit H. In addition, no entity may receive a subaward from NWP unless the entity has provided its DUNS number to NWP on Exhibit H.



**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

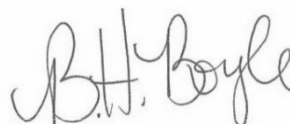
**("SUBRECIPIENT"): UNIVERSITY OF  
LOUISVILLE RESEARCH  
FOUNDATION, INC.**

**("NWP"): NATIONAL WRITING PROJECT**

By: Judy L.  
Name: Bristow, Sr.  
Title: Director

Digitally signed by Judy L. Bristow,  
Sr. Director  
DN: cn=Judy L. Bristow, Sr. Director,  
o=University of Louisville, ou=Office  
of Sponsored Programs  
Administration,  
email=judy.bristow@louisville.edu,  
c=US  
Date: 2020.07.29 13:51:52 -04'00'

By:



Barbara A.H. Boyle  
Director of Grants and Contracts  
National Writing Project

**Attachments**

Exhibit A—Budget

Exhibit B—Audit Requirements

Exhibit C—Grant Financial Report Form

Exhibit D—Assurances

Exhibit E—SF-LLL Disclosure of Lobbying Activities

Exhibit F—Certification Regarding Lobbying

Exhibit G—Special Conditions for Disclosing Federal Funding in Public Announcements

Exhibit H—Annual Grantee Information Form

KY Louisville Writing Project 2020-2021 Budget  
 i3 C3WP: Professional Development Grant

	NWP Fed (A)	University (B)	Non Fed School (C)	Fed School (D)	State (E)	Other (F)	Other Source	Total (G)	Comments
<b>Salaries</b>									
Director Summer Salary, 2020	15,390.00							15,390.00	Jean Wolph, LWP Director, June + July 2020
Clerical Assistant Salary	6,000.00							6,000.00	Linda Satterlee-McFadin, 10 hrs per week
<b>Salaries subtotal:</b>	<b>21,390.00</b>							<b>21,390.00</b>	
<b>Benefits</b>									
Director benefits	4,300.00							4,300.00	Jean Wolph
Clerk's benefits	612.00							612.00	Linda Satterlee-McFadin
<b>Benefits subtotal:</b>	<b>4,912.00</b>							<b>4,912.00</b>	
<b>Supplies/Printing/Office</b>									
Substitutes for classroom demonstrations	24,000.00							24,000.00	Coverage for teachers during embedded PD
Supplies and Copies	4,084.00							4,084.00	
<b>Supplies/Printing/Office subtotal:</b>	<b>28,084.00</b>							<b>28,084.00</b>	
<b>Stipends &amp; Tuition</b>									
Teacher Participant Stipends	120,000.00							120,000.00	\$1500 each for 80 teachers completing C3WP grant requirements: McLean (15?), McCreary (16), Ohio (33), Washington (16) == (NO F/A)
Elementary Co-Director	64,214.00							64,214.00	Cara Caudill, on leave from Oldham County Schools (trying to do MOA)
Secondary Co-Director	102,000.00							102,000.00	Suzanne Jackson, MOA from Jefferson County Public Schools
Teacher Leader Stipends	30,000.00							30,000.00	Sheryl Block and Harold Woodall, \$500 day each to work with 2 C3WP districts, 30 days each
Assistant Director	12,000.00							12,000.00	Marsha Buerger will be working with Jean Wolph during the transition year before her retirement and will participate fully in C3WP planning and implementation.

KY Louisville Writing Project 2020-2021 Budget  
i3 C3WP: Professional Development Grant

	NWP Fed (A)	University (B)	Non Fed School (C)	Fed School (D)	State (E)	Other (F)	Other Source	Total (G)	Comments
Stipends & Tuition subtotal:	328,214.00							328,214.00	
Travel									
In-state travel to districts for TCs	25,511.00							25,511.00	lodging and mileage to Late-Start Districts
Travel subtotal:	25,511.00							25,511.00	
Other									
Indirect Costs	16,889.00							16,889.00	F & A (8%, excluding participant stipends)
Other subtotal:	16,889.00							16,889.00	
i3 C3WP: Professional Development Grant Total	425,000.00							425,000.00	
Subtract Federal Funds	(425,000.00)			(0.00)		(0.00)		(425,000.00)	
Total Cost-Share		0.00	0.00		0.00	0.00		0.00	

NWP Federal Grant Total	425,000.00
Portion Not Requiring Cost-Share	425,000.00
Minimum Cost-Share Required	0.00

**An Overview of Single Audit Requirements of States,  
Local Governments, and Non-Profit Organizations**

To meet audit requirements of U.S. Office of Management and Budget (OMB) Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (Uniform Guidance), grantees must submit all documents required by Uniform Guidance 2 CFR 200.512, including Form SF-SAC: Data Collection Form, to:

Federal Audit Clearinghouse  
1201 East 10th Street  
Jeffersonville, Indiana 47132  
(301) 763-1551 (voice)  
(800) 253-0696 (toll free)  
(301) 457-1540 (fax)

**Below is a summary of the single audit requirements:**

- (1) Single Audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal Awards must have a single audit conducted in accordance with 2 CFR 200.514, "Scope of Audit," except when it elects to have a program specific audit conducted.
- (2) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D), and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (3) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

- (4) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity.
- (5) Report Submission. The audit must be completed, and the data collection form and reporting package must be submitted within the earlier of 30 calendar days after the receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information. (2 CFR 200.512)

Grantees are strongly urged to obtain the “OMB Compliance Supplement” and to contact their cognizant agency for single audit technical assistance.

The designated cognizant agency for single audit purposes is “the Federal awarding agency that provides the predominant amount of direct funding to the recipient.” Grantees should obtain a copy of the OMB Compliance supplement. This supplement will be instructive to both grantees and their auditors. Appendix III of the supplement provides a list of Federal Agency Contacts for Single Audits, including addresses, phone numbers, fax numbers, and e-mail addresses for technical assistance.

If the U.S. Department of Education is the cognizant agency, grantees should contact the Non-Federal Audit Team in the Department's Office of Inspector General, at the address, phone, or fax number provided in page 3 of this attachment.

Grantees can obtain information on single audits from:

The OMB Publications Service, (202) 395-7332. (To obtain OMB Compliance Supplement, and Form SF-SAC: Data Collection Form)

The OMB web site. The Internet address is [www.omb.gov](http://www.omb.gov). Look under OMB “Information for Agencies”, then in OMB Circulars. (To obtain OMB Compliance Supplement, and Form SF-SAC: Data Collection Form)

The Federal Audit Clearinghouse, 1-888-222-9907. (To obtain Form SF-SAC: Data Collection Form), or

The American Institute of Certified Public Accountants (AICPA). AICPA has illustrative OMB Single Audit report examples that might be of interest to accountants, auditors, or financial staff. The examples can be obtained by their fax hotline: (201) 938-3797, request document number 311; or from their Internet page. The Internet address is [www.aicpa.org](http://www.aicpa.org).

**Attachment C**  
**Page 3 of 3**

If the U.S. Department of Education is the cognizant agency for the grantee organization, the following chart shows, according to the location of the grantee entity, which location of the Office of Inspector General to contact for single audit-related questions. For programmatic questions, grantees should contact the Education Program Contact shown on the Department's Grant Award Notification.

<b>U.S. Department of Education Non-Federal Audit Teams</b>	
Director, Non-Federal Audits Office of Inspector General U.S. Department of Education Wanamaker Building 100 Penn Square East., Suite 502 Philadelphia, PA 19107 Voice: (215) 656-6900 FAX: (215) 656-6397	NATIONAL OFFICE CONTACT and audits in Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, Puerto Rico, and the Virgin Islands.
Non-Federal Audit Team Office of Inspector General U.S. Department of Education 1999 Bryan St., Suite 2630 Dallas, TX 75201-6817 Voice: (214) 880-3031 FAX: (214) 880-2492	For audits in Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee and Texas.
Non-Federal Audit Team Office of Inspector General U.S. Department of Education 8930 Ward Parkway, Suite 2401 Kansas City, MO 64114-3302 Voice: (816) 268-0502 FAX: (816) 823-1398	For audits in Alaska, Arizona, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, North Dakota, Ohio, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming and the Pacific Islands.

The Excel file containing this form is available at: [http://archive.nwp.org/cs/public/print/doc/nwpsites/exhibit\\_c.html](http://archive.nwp.org/cs/public/print/doc/nwpsites/exhibit_c.html)

## National Writing Project Grant Financial Report

Name of Writing Project Site: \_\_\_\_\_

University: \_\_\_\_\_

Name of Grant: \_\_\_\_\_

Agreement #: \_\_\_\_\_ Amendment # (if applicable): \_\_\_\_\_

Grant Performance Period: From: \_\_\_\_\_ Through: \_\_\_\_\_

Type of Report: Interim ☐ OR Final ☐

### Instructions:

**Deadline/Submission:** A grant financial report is due for each grant awarded within 90 days of the end-date of the grant. Both the Writing Project Director and the University Financial Officer must sign the report. Email a scanned copy of the signed report(s) to [support@nwp.org](mailto:support@nwp.org). Originals are not required to be mailed.

**Grant-Specific Guidance:** The university grant financial reporting contact on file will receive a reminder e-mail with reporting instructions for each grant awarded approximately 60 days before the report is due. Email [support@nwp.org](mailto:support@nwp.org) to request a copy of the instructions or to update NWP with your financial reporting contact information.

**Grant awarded:** First-column numbers should match the approved budget for this grant. The first column should show the total NWP funds awarded for the performance period for this particular grant.

**Grant expenses:** Show actual expenses for the grant performance period. Amounts underspent or overspent will show on the last line. It is important that the data you provide here match up with your own institution's accounting records. Amounts underspent as of the end of a grant must be refunded to NWP promptly.

**Cumulative data:** For single year grants, you may leave cumulative columns blank. For grants with multi-year funding, include data back to the start of this grant in the cumulative columns.

**Match:** If a match is contractually required, certify at least the minimum match required in the matching expenses columns. Expenses paid from federal funds may not be used as part of a match to federal grants.

**Indirect costs:** Indirect costs may only be charged to NWP grant funds if allowed in the contract. Waived university indirect costs may serve as a portion of university match only if allowed in the contract. Report allowable indirect costs on the lines provided, as applicable. Do not charge or report indirect costs in excess of the contractually allowed amount. Refer to the contract for grant-specific indirect allowances.

**Questions:** Email NWP Grants & Contracts at [support@nwp.org](mailto:support@nwp.org) with any questions.

Budget Category	NWP Grant Awarded for Most Recent Performance Period	Actual NWP Grant Expenses for Most Recent Performance Period	Complete the columns in this section only if applicable for this grant.			
			NWP Cumulative Grants Awarded	Actual NWP Cumulative Grants Expenses	Latest Year Matching Funds Expenses	Cumulative Matching Funds Expenses
Salaries & Benefits						
Supplies						
Participant Stipends & Tuition						
Non-Participant Stipends						
Travel						
Other						
Indirect Costs (if allowed)						
Waived Indirects as Match (if allowed)						
<b>Subtotals:</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>Refunded to NWP:</b>	0.00		0.00			
<b>TOTALS:</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>Underspent/(Over-spent):</b>		0.00		0.00		

We certify that the foregoing information is true and correct and that all expenditures are incurred solely for the purposes of the above-referenced grant, in accordance with the agreed conditions of the award.

Project Director: \_\_\_\_\_  
signature \_\_\_\_\_ date \_\_\_\_\_

Financial Officer: \_\_\_\_\_  
signature \_\_\_\_\_ date \_\_\_\_\_

Preparer's Contact Info: \_\_\_\_\_  
name \_\_\_\_\_ e-mail \_\_\_\_\_ phone \_\_\_\_\_

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <b>Judy L. Bristow</b> Sr. Director <small>Digitally signed by Judy L. Bristow, Sr. Director          DN: cn=Judy L. Bristow, Sr. Director,          o=University of Louisville, ou=Office of          Sponsored Programs Administration,          email=judy.bristow@louisville.edu, c=US          Date: 2020.07.29 13:53:07 -04'00'</small>		TITLE Sr. Director, OSPA	
APPLICANT ORGANIZATION University of Louisville Research Foundation, Inc.		DATE SUBMITTED 07.29.2020	

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/application _____ b. initial award _____ c. post-award	<b>3. Report Type:</b> _____ a. initial filing _____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime      _____ Subawardee Tier _____, if Known:   <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>7. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION			
University of Louisville Research Foundation Inc.			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Prefix: <input style="width: 80px;" type="text"/>	* First Name: <input style="width: 250px;" type="text" value="Judy"/>	Middle Name: <input style="width: 180px;" type="text"/>	
* Last Name: <input style="width: 420px;" type="text" value="Bristow"/>		Suffix: <input style="width: 100px;" type="text"/>	
* Title: <input style="width: 320px;" type="text" value="Sr. Director, OSPA"/>			
* SIGNATURE: <input style="width: 150px;" type="text" value="Judy L. Bristow, Sr. Director"/>		<small>Digitally signed by Judy L. Bristow, Sr. Director  DN: cn=Judy L. Bristow, Sr. Director, o=University of Louisville, ou=Office of Sponsored Programs  Administration, email=judy.bristow@louisville.edu, c=US  Date: 2020.07.29 13:55:04 -0400</small>	* DATE: <input style="width: 120px;" type="text" value="07.29.2020"/>

## **GRANT ATTACHMENT 11**

### **SPECIAL CONDITIONS FOR DISCLOSING FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, U.S. Department of Education grantees shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program;  
and
- 3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division H, Title V, Section 505 of Public Law 113-76, Consolidated Appropriations Act, 2014.



# National Writing Project

## Annual Grantee Information Form

### Grantee Information

**Organization Name:** University of Louisville Research Foundation Inc.

*Legal entity registered to the DUNS number below*

**Address:** Office of Sponsored Programs

*Address line 1*

300 East Market St. Suite 300

*Address line 2*

*Address line 3*

Louisville

KY

40202

*City*

*State*

*ZIP Code (incl. +4)*

**Place of Performance:**

☐ Same or Enter Address at Right

*Address line 1*

*Address line 2*

*Address line 3*

*City*

*State*

*ZIP Code (incl. +4)*

**Taxpayer Identification Number (TIN):** 61-1029626

*Example TIN: 12-3456789*

**Dunn and Bradstreet Universal Numbering System (DUNS):** 05-758-8857

*Example DUNS: 12-345-6789*

**Federal Tax-Exempt?** ☒ Yes **If 'Yes' enter IRC Section here:** 501(c)(3)

☐ No

*Example IRC: 501(c)(3), 170(c)(1), etc.*

### Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (Public Law 109-282 as amended by section 6202(a) of P.L. 110-252) requires subawardees to answer the following questions to determine reporting requirements for executive compensation.

1. In the preceding completed fiscal year, did the organization named above receive (1) 80 percent or more of its annual gross revenues from U.S. federal awards; **and** (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☐

Yes

☒

No

*If the answer to # 1 is Yes, please answer #2. Otherwise, please skip to signature.*

2. Does the public have access to the names and total compensation of the five most highly compensated executives of the entity represented by this DUNS number through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☒

Yes

☐

No

*If the answer to #2 is No, please provide the names, position titles, and compensation amounts per the entity's last completed fiscal year, on a separate page.*

### Signature

**Signature:** Judy L. Bristow, Sr.  
Director

Digitally signed by Judy L. Bristow, Sr. Director  
DN: cn=Judy L. Bristow, Sr. Director, o=University of Louisville,  
ou=Office of Sponsored Programs Administration,  
email=judy.bristow@louisville.edu, c=US  
Date: 2020.07.29 15:51:36 -0400

**Date:** 07.29.2020

**Name and Title:** Judy L. Bristow, Sr. Director, OSPA

**Phone:** 502.852.8934

**Email:** judy.bristow@louisville.edu