MISSISSIPPI DEPARTMENT OF EDUCATION

GRANT SIGNATURE SHEET

P. O. BOX 771

JACKSON, MISSISSIPPI 39205

|  |  |
| --- | --- |
| 1. Subgrantee's Name and Address | 2. Subgrantee's Contact Person and Telephone No. \_\_\_\_\_  3. ALN No.  4. Title of Federal Program  5. Federal Award No.  6. Grant Beginning and Ending Dates  SY/FY with liquidation ending July XX, 20XX, |

7. The following funds are obligated:

|  |  |  |
| --- | --- | --- |
| GENERAL | FEDERAL/OTHER FUNDS | TOTAL |
| $ | $ | $ |

8. The Subgrantee agrees to carry out tasks outlined in this grant in accordance with all provisions of this grant included herein. The following sections are attached and incorporated into this agreement:

Statement of Work Reporting Requirements

Travel Policy \_\_ Budget

Standard Terms and Conditions Other:

|  |  |
| --- | --- |
| 9. Approved for the Mississippi Department of Education    Signature Date  Name:  Title: Chief (insert appropriate title) Officer    Signature Date  Name: Monique Corley  Title: Director, Office of Procurement | 10. Approved for Subgrantee    Signature Date  Name:  Title:    Signature Date  Name:  Title: |

**INTRODUCTION**

This Grant made the day of , 20 , by and between the MISSISSIPPI DEPARTMENT OF EDUCATION, Jackson, Mississippi, an agency of the State of Mississippi, (hereinafter referred to as the MDE) and of , (hereinafter referred to as SUBGRANTEE).

**STATEMENT OF WORK**

In consideration of the mutual benefits to be derived from this Grant, the parties hereto covenant and agree as follows:

The MDE hereby enters into a Grant with Subgrantee to provide funds for the following Specified Services, to wit:

* Attachment 1: Request for Proposal (Name of Proposal/Application)
* Attachment 2: The Original Response Proposal submitted by (Entity)

and/or

If a Program Evaluation is applicable, include the following elements:

* Statement of Work
* Calendar of Events
* Subgrantee will provide Entrance Conference, in which the Subgrantee will present and provide written information to division staff, including project scope and objectives, planning approach and methodology, anticipated timelines for data gathering and analysis, timelines for key project milestones and deliverables, and an introduction to the project manager and staff
* Subgrantee agrees to provide Written Report/Executive Summary/Findings/Recommendations Presentation to Subcommittee upon completion of statement of work.

Subgrantee hereby agrees to utilize funds in accordance with the Specified Services herein described in Paragraph 1 above in a proper, workmanlike, and dignified manner; certify that Subgrantee is able to and will perform such Specified Services in a manner acceptable to MDE; and agrees to make all additions, deletions and/or changes the MDE may reasonably require, as a condition precedent to the acceptance of such Specified Services by the MDE.

**PROGRAM REPORTING, COMPENSATION AND FINANCIAL REPORTS**

As full consideration for the Specified Services to be performed under this Grant, and for all rights, properties, and privileges vested in the MDE by the terms of this Grant, to the extent Subgrantee is authorized to do so under Mississippi Law, including the release of the MDE, its assigns, agents, licensees, affiliates, clients and principals, representatives, heirs and successors, from any liability for any releases granted by the terms of this Grant in perpetuity, the MDE agrees to pay Subgrantee:

The Mississippi Department of Education will grant \_\_\_\_\_\_\_\_\_\_\_\_\_\_ an amount not to exceed $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the purpose of \_\_\_\_\_\_\_\_ Grant Awards. Reimbursements shall be made to the Subgrantee upon submission of request for funds form and any required documents as defined in the grant application or assurances.  Reimbursements shall be made to the Subgrantee for amounts that represent expenses, which have been incurred and/or obligated in the current period and are allowable for the above-mentioned grant program. In addition, the amount requested shall not cause the Cash Balance on Hand to exceed the amount needed for reimbursement of expenses and liquidation of obligations. Requests should be submitted…how often and to what office.

Based upon the Internal Revenue Code, the Subgrantee has been classified as an independent Subgrantee and assumes all responsibility for reporting any earnings to Federal and State authorities where required by law and paying such taxes as may be required thereon. The Subgrantee shall perform all services as an independent subgrantee and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the Subgrantee with respect to third parties shall be binding on the MDE.

**STANDARD TERMS AND CONDITIONS**

1. The Subgrantee: (i) agrees that the MDE shall determine the disposition of the title to and the rights under any copyright by Subgrantee or employees on copyrightable material first produced or composed under this agreement; and, (ii) hereby grants to the MDE a royalty free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, to authorize others to do so, all copyrighted or copyrightable work not first produced or composed by Subgrantee in the performance of this agreement, but which is incorporated in the material furnished under the agreement, provided that such license shall be only to the extent Subgrantee now has, or prior to the completion or full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
2. Subgrantee further agrees that all material produced and/or delivered under this grant will not, to the best of the Subgrantee’s knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in the Subgrantee’s opinion be likely to become, the subject of any infringement claim or suit, the Subgrantee shall procure the rights to such material or replace or modify the material to make it non-infringing.
3. Subgrantee retains the right to materials used in the performance of the Grant, which was developed by Subgrantee with non-MDE funds. The MDE is granted non-exclusive license to copy the materials for use within the State of Mississippi.
4. If, for any reason, Subgrantee fails to perform the Specified Services described above to the reasonable satisfaction of the MDE, and fails to correct such deficiencies, the MDE may terminate this Grant immediately on written notice to Subgrantee and Subgrantee shall be entitled to receive just and equitable compensation for any Specified Services completed or performed prior to termination of this Grant, as determined by the MDE. Furthermore, the MDE or the Subgrantee may terminate this agreement at any time by giving 30 days written notice to the other party of such termination and specifying the effective date thereof.
5. This Grant shall not be modified, altered, or changed except by mutual agreement by an authorized representative(s) of each party to this Grant, and must be confirmed in writing through the MDE grant modification procedures.
6. The Subgrantee agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this Grant, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Subgrantee related to Subgrantee’s charges and performance under this Grant. Such records shall be kept by Subgrantee for a period of five (5) years after final payment under this Grant, unless the MDE authorizes their earlier disposition. The Subgrantee agrees to refund to the MDE any over-payments disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.
7. The Subgrantee shall comply with any and all applicable laws, statutes, ordinances, rules, regulations, policies, procedures and directives of the United States, the State of Mississippi and any political or administrative subdivision thereof, including, but not limited to: the American with Disabilities Act, the Rehabilitation Act and any other requirements that may affect the performance of the obligations under this agreement. The Subgrantee assures that it possesses legal authority to apply for and receive funds under this agreement.
8. It is expressly understood and agreed that the obligation of MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds.  If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDE, MDE shall have the right upon ten (10) working days written notice to the Subgrantee, to reduce the amount of funds payable to the Subgrantee or to terminate this agreement without damage, penalty, cost or expenses to MDE of any kind whatsoever.  The effective date of reduction or termination shall be as specified in the notice of reduction or termination.
9. The Subgrantee understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Subgrantee agrees during the term of this agreement that Subgrantee will strictly adhere to this policy in its employment practices and provisions of services. Subgrantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations.

Choose the appropriate equipment clause

1. On termination or expiration of this agreement, Subgrantee shall restore all equipment furnished under this agreement to the Mississippi Department of Education in the same condition as when originally made available to Subgrantee, reasonable wear and tear expected. Subgrantee and the Mississippi Department of Education shall jointly conduct a closing inventory and Subgrantee shall replace or repair all equipment lost, damaged, or destroyed to make up any deficiency between opening and closing inventories.
2. Subgrantee shall not assign or subcontract in whole or in part, its rights of obligations under this agreement without prior written consent of the Mississippi Department of Education. Any attempted assignment without said consent will be void and of no effect.
3. Property, equipment and supplies purchased, in whole or in part, with funds provided under this agreement shall be procured, accounted for and disposed of in accordance with applicable State and Federal laws and regulations. Title to any equipment and supplies purchased under this agreement shall be vested in the Subgrantee.
4. It is the responsibility of the Subgrantee to ensure that subcontractors comply with the Mississippi Ethics Law in regard to conflict of interest.  A statement attesting to said compliance shall be on file by the Subgrantee.