**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:** |

1. **INTRODUCTION**

The grant agreement between the Mississippi Department of Education (hereinafter referred to as the "MDE") and (hereinafter referred to as the "Subgrantee") is for the purpose of . The time period of the grant will be to .

1. **STATEMENT OF WORK**

The Subgrantee, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, will fulfill all terms and conditions as outlined in the documents listed below. In the event of conflict between the documents, the terms contained in the later document will prevail over the terms contained in the earlier documents.

Attachment 1: The Mississippi Department of Education Request for Proposal/Application for \_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attachment 2: Proposal/Application submitted by\_\_\_\_\_\_\_\_\_\_\_

The above documents, as well as written interpretations and grant negotiations, will govern this grant.

The statement of work is outlined in detail in the attached Request for Proposal/Application and the proposal/application. The Subgrantee is expected to perform all specified tasks unless otherwise notified by the department or mutually agreed upon by the Subgrantee and the Mississippi Department of Education.

* 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.
1. **PROGRAM REPORTING, COMPENSATION AND FINANCIAL REPORTS**

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 once a month prior to the established MDE School Payment deadline for that month.  Funds will be transferred according to the established MDE School Payment Calendar.

1. **PERFORMANCE BOND (Remove** this clause if you are not requiring a performance bond)

Prior to commencement of services under this agreement, the Subgrantee shall provide the MS Department of Education with a Performance Bond in the Amount of this agreement, which bond shall be maintained for the prompt and faithful performance of all the Subgrantee’s obligations under this agreement by a surety or sureties that are acceptable to the MS Department of Education.

1. **MISSISSIPPI ETHICS**

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.

1. **STANDARD TERMS AND CONDITIONS**

**Access to Records**

The Subgrantee agrees that the Mississippi Department of Education, or any of its duly authorized representatives, at any time during the term of this agreement, 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 agreement. Such records shall be kept by Subgrantee for a period of five (5) years after final payment under this agreement, unless the Mississippi Department of Education authorized their earlier disposition. Subgrantee agrees to refund to the Mississippi Department of Education any overpayments 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.

**Assignment**

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.

**Availability of Funds**

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.

**Changes**

This agreement shall not be modified, altered, or changed except by mutual agreement by an authorized representative(s) of each party to this agreement, and must be confirmed in writing through the Mississippi Department of Education grant modification procedures.

**Compliance with Laws**

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.

**Copyrights**

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.

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.

**Independent Subgrantee**

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 Subgrantee with respect to third parties shall be binding on the Mississippi Department of Education.

**Laws**

This agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

**Legal Authority**

The Subgrantee assures that it possesses legal authority to apply for and receive funds under this agreement.

**Personnel**

Subgrantee agrees that, at all times, the employees of Subgrantee furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

**Choose the appropriate equipment clause**

**Property, Equipment and Supplies**

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.

**Surrender of Equipment**

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.

**Termination**

The Mississippi Department of Education, by written notice, may terminate this grant, in whole or in part, if funds supporting this grant are reduced or withdrawn. To the extent that this grant is for services, and if so terminated, the Mississippi Department of Education shall be liable only for payment in accordance with payment provisions of this grant for services rendered prior to the effective date of termination.

The Mississippi Department of Education, in whole or in part, may terminate this grant for cause by written notification. Furthermore, the Mississippi Department of Education and the Subgrantee may terminate this grant, in whole or in part, upon mutual agreement.

Either the Mississippi Department of Education 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. The Subgrantee shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subgrantee covered by the agreement, less payments of compensation previously made.

1. **BUDGET NARRATIVE**

The Mississippi Department of Education will pay an amount not to exceed $ . Travel expenses will be documented in accordance with the attached travel policy. Delete if no travel!