

# INTER-GOVERNMENTAL AGREEMENT



## BETWEEN THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

The Department of Transportation (Grantor), with its principal office at 2300 South Dirksen Parkway, Springfield, IL 62764, and The Board of Trustees of the University of Illinois (Grantee), with its principal office at 1901 South First Street, Suite A, Champaign, IL 61820-7406 and payment address (if different than principal office) at University of Illinois (payee), University of Illinois at Urbana-Champaign Grants and Contracts, 28392 Network Place, Chicago, IL 60673-1283 USA, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

### PART ONE – THE UNIFORM TERMS RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

### ARTICLE I AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 041544081 is Grantee's correct DUNS number, that 376000511 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Pharmacy-Non Corporate   |
| <input type="checkbox"/> Sole Proprietorship                   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.                             |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Tax Exempt   |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation                   | <input type="checkbox"/> P = partnership  |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> C = corporation  |
| <input type="checkbox"/> Estate or Trust                       |   |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be \$19,290,000, of which \$14,400,000 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is \_\_\_\_\_, the Federal awarding agency is \_\_\_\_\_, and the Federal Award date is \_\_\_\_\_. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Highway Planning and Construction and Number is 20.205. The Catalog of State Financial Assistance (CSFA) Number is 494-00-1575.

1.4. Term. This Agreement shall be effective on July 1, 2017 and shall expire on June 30, 2020, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Illinois Department of Transportation**

By: [Signature]  
Signature of Erin L. Aleman, Dir. of Planning & Programming

By: 6/27/17  
Signature of Designee

Date: \_\_\_\_\_  
Printed Name: Erin L. Aleman  
Printed Title: Director of Planning & Programming  
Designee

By: [Signature]  
Signature of William M. Barnes, Chief Counsel

By: \_\_\_\_\_  
Signature of Designee

Date: 6/28/17  
Printed Name: William M. Barnes  
Printed Title: Chief Counsel  
Designee

By: [Signature]  
Signature of Jeff Heck, Director of Finance and Administration

By: \_\_\_\_\_  
Signature of Designee

Date: 7/5/17  
Printed Name: Jeff Heck  
Printed Title: Director of Finance & Administration  
Designee

By: [Signature]  
Signature of Randall S. Blankenhorn, Sec. of Transportation

By: 7/5/17  
Signature of Designee

Date: \_\_\_\_\_  
Printed Name: Randall S. Blankenhorn  
Printed Title: Secretary of Transportation

**The Board of Trustees of the University of Illinois**

By: [Signature]  
Signature of Authorized Representative

Date: 6/29/17

Printed Name: Walter K. Knorr

Printed Title: Comptroller

E-mail: osp@illinois.edu

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized or created.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.
- (d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III  
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

#### **ARTICLE IV PAYMENT**

**4.1. Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part,

without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval

of Grantee's request for an extension shall not be unreasonably withheld.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

## **ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

## **ARTICLE VI BUDGET**

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one

thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

## ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

- (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
- (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and



Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. *See* 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. *See* 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

**ARTICLE VIII  
REQUIRED CERTIFICATIONS**

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

- (a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- (b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- (c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- (d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).
- (e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).
- (f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).
- (g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- (h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- (i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- (j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).
- (k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

## ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. *See* 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding

civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

## ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

## ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

## ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

**ARTICLE XIV  
PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in **PART TWO** or **PART THREE**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

**ARTICLE XV  
AUDIT REQUIREMENTS**

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. *See* 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends more than \$300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than \$300,000 in Federal and State Awards, but the total revenue it receives is in excess of \$300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.



**ARTICLE XVI**  
**TERMINATION; SUSPENSION; NON-COMPLIANCE**

**16.1. Termination.**

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

**16.2. Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

**16.3. Non-compliance.** If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

**16.4. Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

**16.5. Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

#### ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

#### ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. *See* 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given

shall be disallowed.

## **ARTICLE XIX STRUCTURAL REORGANIZATION**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

## **ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

## **ARTICLE XXI CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

## **ARTICLE XXII EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

#### **ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

#### **ARTICLE XXIV INSURANCE**

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

#### **ARTICLE XXV LAWSUITS**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee’s use of such equipment or supplies provided by Grantor pursuant to this Agreement

shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

## ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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## EXHIBIT A

### PROJECT DESCRIPTION

CSFA Number: 494-00-1575

GATA Registration Number: 671545

#### **Purpose of the State Planning and Research Program**

The general purpose of the State Planning and Research ("SPR") Program is to secure and analyze data and to develop information which will define the governing principles and will advance the science of transportation engineering for practical application by using in the most efficient and economical manner the public moneys now available for transportation improvement purposes.

The Illinois Department of Transportation (hereinafter referred to as "GRANTOR") has the primary authority over and responsibility for all aspects of its SPR Program (23 CFR 420.117 and 23 CFR 420.205). The GRANTOR's SPR Program is funded using federal SPR Part 2 funds. The SPR Part 2 funds are eligible for use only for Research, Development, and Technology Transfer ("RD&T") activities as defined in 23 CFR 420.203 and relating to highway, public transportation, and intermodal transportation systems in accordance with the provisions of 23 USC 505(b).

The SPR Program is a federally-assisted, state-administered program that is subject to all pertinent federal statutes and regulations. These regulations include, but are not limited to, 23 CFR Part 420 and 2 CFR Part 200. Federal laws, regulations, policies, and administrative practices are modified from time to time. Depending on the nature of modifications, the GRANTOR's SPR Program may be affected.

The GRANTOR is the direct recipient of the federal funding and is outsourcing specific aspects of its contract research management and administration to The Board of Trustees of the University of Illinois on behalf of the Illinois Center for Transportation (hereinafter referred to as "GRANTEE"). As such, the GRANTOR shall hold the GRANTEE to the same requirements required of the GRANTOR as outlined in the aforementioned regulations governing use of its federal funding. Therefore, the GRANTEE shall conduct all administration and management activities in compliance with all applicable statutes and regulations including, but not limited to, 23 CFR Part 420 and 2 CFR Part 200, and the terms and conditions of the funding.

The GRANTOR also utilizes state funding for the administration and management of the SPR Program. As such, the GRANTOR shall hold the GRANTEE to the same requirements required of the GRANTOR as outlined in the regulations governing use of its state funding. Therefore, the GRANTEE shall conduct all administration and management activities in compliance with all applicable state statutes and regulations including, but not limited to, Public Act 098-0675.

#### **Administration & Research**

This IGA entered into by the GRANTOR and the GRANTEE is for the purpose of (1) Administration and (2) Research of the GRANTOR's SPR Program.

- (1) *Administration* consists of providing support to GRANTOR and university staff for the administration and management of the GRANTOR's Program. The GRANTEE will assist the GRANTOR in administering and managing the GRANTOR's Program, as outlined in the Contract Research Program Guidelines.
- (2) *Research* consists of conducting and overseeing technical studies and research Projects conducted by GRANTEE as well as all subawardees. The GRANTEE may assist the GRANTOR with some technology transfer activities of the research conducted by the GRANTEE, on an as needed basis. When requested, and to ensure compliance with applicable regulations, the GRANTOR will submit work orders to conduct technology transfer, advertising, and/or public relations-related activities to the GRANTEE.

**EXHIBIT B**  
**DELIVERABLES OR MILESTONES**

- (1) The GRANTOR, in coordination with the GRANTEE, will establish an evaluation process as agreed to by both parties to measure the effectiveness of the management and administration of the Program.
- (2) The GRANTEE shall provide monthly RD&T Activity reports to the GRANTOR containing the information, in a format agreed upon between both parties, on each RD&T Activity undertaken as part of the Program, including status of final reports, status of each RD&T Activity, and ATLAS log.
- (3) To satisfy 23 CFR 420.117(c), the GRANTEE shall provide quarterly progress reports to the GRANTOR containing the information, in a format approved by the GRANTOR, on each Project undertaken as part of the Program (for the specific reporting period) specified in 23 CFR 420.117(b)(1). The GRANTEE shall provide these quarterly reports no later than 21 days after the end of a quarterly reporting period. The quarterly progress reports should contain the cost information for the previous quarter. Updates to the format of the quarterly progress reports may be needed periodically.
- (4) The GRANTEE will prepare an annual expenditure report comparing estimated and actual expenditures for each Project/RD&T Activity and the entire Program, including cost share and match, for each year of this contract's duration. This annual expenditure report will be due to the GRANTOR 60 days after the end of the fiscal year.
- (5) Additional information on Research Project Evaluation and Deliverables under Part THREE.



## EXHIBIT C

### PAYMENT

The GRANTEE will be compensated for the services set forth in this agreement in an amount not to exceed \$19,290,000 under this Agreement. This amount includes funds earmarked for Administration, RD&T Activity Management – Project Coordination, Editorial Support and Technology Transfer, Research Dissemination and Implementation, and Cost Share. Estimated fiscal year budget costs are shown in the attached GATA Budget and the Simple Budget below. For each individual Research Project, an estimated Research Project budget is to be submitted as specified in Parts 2 and 3. Budget line items can be reallocated within an approved individual Research Project budget, provided that the overall Research Project budget total does not change. Subsequent funding needs for a previously approved individual Project are allowed according to procedures established by the Executive Committee.

23 CFR 420.205(f) states the State DOTs will have primary responsibility for managing RD&T activities supported with FHWA planning and research funds carried out by other State agencies and organizations and for ensuring that such funds are expended for purposes consistent with this subpart. Further, 2 CFR 200.403 states that, except where otherwise authorized by statute, costs must be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles to be allowable under Federal awards. The charges made by the GRANTEE to the GRANTOR under this agreement shall not exceed the amounts specified herein.

#### Accounting

The GRANTEE shall:

- (1) maintain accounting records and other evidence pertaining to cost for each separate Project;
- (2) make the accounting records available for inspection by the GRANTOR and FHWA at the GRANTEE's office at reasonable times and for a period of three years from the date of final federal payment to the GRANTOR and furnish copies of the accounting records to the GRANTOR and FHWA upon request; and
- (3) submit to the GRANTOR monthly billings in compliance with GRANTOR and FHWA's Federal-aid current billing system requirements for disbursements that may be chargeable to the GRANTOR.

#### Invoicing - General

- (1) The GRANTEE shall submit invoices and supporting reports with adequate documentation at the time of submittal on a monthly basis; adequate documentation of the invoices and supporting reports shall, at a minimum, clearly show the following:
  - a) the total obligated amount of the award to date for the Project or RD&T Activity;
  - b) the amount expended for the billing period;
  - c) the cumulative amount expended to date;
  - d) the remaining balance;
  - e) salary and fringe benefits charges per person;
  - f) tuition remission expenses per student;
  - g) travel per staff member/student;
  - h) equipment/supplies;
  - i) Facilities and Administration expenses; and
  - j) cost share.
- (2) Supporting reports shall provide Facilities and Administration expenses:
  - a) when unrecovered F&A costs are to be used as match, a letter showing FHWA approval is required on an annual basis;
  - b) invoices that include: conference expenses; out-of-state travel; and/or equipment purchases greater than \$500 must have the approved GRANTEE travel and/or equipment forms attached to the invoice;
  - c) supporting documentation shall be provided for all expenses that are \$500 or more;
  - d) the GRANTOR shall reject payment of federal funds for costs not deemed necessary, reasonable, and allocable;
  - e) the GRANTEE shall review and sign invoices by an authorized representative of the GRANTEE prior to being sent to the GRANTOR; and

- f) reimbursement by the GRANTOR for expenses incurred by the GRANTEE shall be made on a monthly basis following receipt and approval by the GRANTOR according to the terms herein.

**Invoicing – Timing**

- (1) All invoices for services performed and costs incurred by the GRANTEE prior to July 1st of each year must be presented to the GRANTOR no later than July 31st of that same year for payment under this Agreement; the GRANTOR shall not be obligated to make payment to the GRANTEE on invoices presented after said date;
- (2) Failure by the GRANTEE to present such invoices prior to said date may require the GRANTEE to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The GRANTOR will direct all payments to the GRANTEE's remittance address listed in this Agreement;
- (3) The GRANTOR maintains the right to withhold an agreed upon percentage of study funds until final deliverables are satisfactorily received by the GRANTOR.

**Program Management & Administration**

Amounts not to exceed \$430,000, \$430,000, and \$430,000 and earmarked for the GRANTEE to use in Fiscal Years 2018, 2019 and 2020, respectively, shall be allocated for Program Management and Administration as shown in the table below. Program Management & Administration funds will be provided by the GRANTOR for each additional year the agreement term is extended, as applicable.

**RD&T Activity Management – Project Coordination**

Amounts not to exceed \$270,000, \$280,000, and \$290,000 excluding Cost Sharing) and earmarked for the GRANTEE to use in Fiscal Years 2018, 2019 and 2020, respectively, shall be allocated for RD&T Activity Management – Project Coordination.

**Editorial Support and Technology Transfer**

Amounts not to exceed \$155,000, \$160,000, and \$165,000 excluding Cost Sharing) and earmarked for the GRANTEE to use in Fiscal Years 2018, 2019 and 2020, respectively, shall be allocated for Editorial Support and Technology Transfer.

**Research Dissemination and Implementation**

Amounts not to exceed \$100,000, \$104,000, and \$108,000 excluding Cost Sharing) and earmarked for the GRANTEE to use in Fiscal Years 2018, 2019 and 2020, respectively, shall be allocated for Research Dissemination and Implementation.

**Indirect Cost/Facilities & Administration (F&A) Applicable to GRANTEE**

Per 2 CFR 200.414, indirect (F&A) costs must be classified within two broad categories: "Facilities" and "Administration." In addition, Appendix III to Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education, particularly Section C. 8, Limitation on Reimbursement of Administrative Costs and 9, Alternative Method of Administrative Costs, shall apply.

The GRANTEE shall charge the applicable Facilities and Administration rate up to a maximum of 50%. No charges for Facilities and Administration over and above these established rates shall be allowed. The basis of computation is Modified Total Direct Cost (MTDC).

**Indirect Cost/Facilities & Administration (F&A) Applicable to GRANTEE's Subcontractors**

The GRANTOR and the GRANTEE agree that GRANTEE may negotiate with its subcontractors the Indirect Cost rate that subcontractors may charge on this agreement's subcontracts, provided that such rate must not exceed the Indirect Cost/F&A rate for the GRANTEE in this agreement. The basis of computation is Modified Total Direct Cost (MTDC).

**Direct Costs**

2 CFR 200 405(d) states: "Direct cost allocation principles. If a cost benefits two or more Projects or activities in

proportions that can be determined without undue effort or cost, the cost must be allocated to the Projects based on the proportional benefit. If a cost benefits two or more Projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then, notwithstanding paragraph (c) of this section, the costs may be allocated or transferred to benefitted Projects on any reasonable documented basis.” Additionally, 2 CFR 200.413 (c) states: “The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a Project or RD&T Activity; (2) Individuals involved can be specifically identified with the Project or RD&T Activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency; and (4) The costs are not also recovered as indirect costs.”

- (1) Salaries of the GRANTEE’s staff working on the GRANTOR’s research Projects are considered a direct cost payable with federal funds for only the effort actively expended on a Project.
- (2) As outlined above, salary and fringe benefit costs for GRANTEE’s staff shall be assigned to specific research Projects, or line-items (State or Federal).
- (3) If the GRANTEE, with the approval of the GRANTOR, elects to establish a federally-funded line item for staff that are integrally involved with each and every research Project, a review of their specific tasks must be conducted by the GRANTOR and the FHWA IL Division Office. Pending their approval, federally-funded line items for specific staff may be allowed.

#### **Indirect Costs**

- (1) Indirect costs are reimbursable only as a part of the outsourced entity’s established overhead rate. Indirect costs include items not used solely for the GRANTOR’s contract research Program.
- (2) Costs which are included in the outsourced entity’s overhead rate cannot be billed to the GRANTOR as a direct cost.
- (3) Staff time related to general laboratory upkeep, ordering supplies, calibration of equipment, and other tasks that are not specifically related to sponsored research are not eligible under the SPR-RD&T Program.
- (4) Tasks related to the general staff maintenance and administration activities of the GRANTEE are not eligible for federal funding but may be eligible for state funding with GRANTOR approval.

#### **Subcontracting**

The minimum outsourcing contract requirement is as follows: 20% of the contract amount (excluding GRANTOR Administrative Support) over \$2,000,000 annually to be subcontracted outside the University of Illinois, Urbana Champaign campus. A Subcontractor may include, but is not limited to, public and private universities, research institutions, and specialty consultant firms.

#### **Cost Sharing**

The GRANTEE shall provide a minimum cost share of 20% for the Program, excluding Program Management & Administration, amounting to \$3,600,000 as detailed in the Cost Sharing and Outsourcing Summary below. Research Projects may be asked to provide more than 20% cost share. Fiscal requirements related to indirect costs when used as cost share must comply with 2 CFR 200.306 (c).

#### **Simple Budget, Cost Sharing, and Outsourcing Summary**

The budget, cost sharing, and outsourcing summary is included in Attachments A and B.

**EXHIBIT D**  
**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
TTY#: \_\_\_\_\_  
Fax#: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**GRANTEE CONTACT**

Name: David Richardson  
Title: AVCR/Director, Sponsored Programs  
Address: 1901 South First Street, Suite A  
Champaign IL 61820  
Phone: 217-333-2187  
TTY#: \_\_\_\_\_  
Fax#: 217-239-6830  
E-mail Address: osp@illinois.edu  
Additional Information: \_\_\_\_\_

**EXHIBIT E**

**PERFORMANCE MEASURES**

The GRANTOR, in coordination with the GRANTEE, will establish an evaluation process as agreed to by both parties to measure the performance of the management and administration of the Program as well as the performance of individual Research Projects therein.

**EXHIBIT F**  
**PERFORMANCE STANDARDS**

**EXHIBIT G**  
**SPECIFIC CONDITIONS**

1. **Financial Reporting (2 CFR 200.327)**
  - a. Grantee shall submit quarterly IDOT BOBS 2832 form in addition to other required reports.
  - b. Corrective Action(s) needed to change risk status: Implementation of new or enhanced system, mitigating controls or a combination of both. More detailed reporting.
2. **Audit (2 CFR 200.500)**
  - a. Grantee shall submit quarterly IDOT BOBS 2832 form in addition to other required reports.
  - b. Corrective Action(s) needed to change risk status: Completion of desk review of corrective action plan implementation.
3. **Procurement Standards (2 CFR 200.317-326)**
  - a. Grantee shall submit quarterly IDOT BOBS 2832 form in addition to other required reports.
  - b. Corrective Action(s) needed to change risk status: Implementation of new or enhanced controls over procurement activities. Additional prior approvals are required.
4. **Fraud, Waste, and Abuse**
  - a. Grantee shall submit quarterly IDOT BOBS 2832 form in addition to other required reports.
  - b. Corrective Action(s) needed to change risk status: Implementation of a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation, and technical assistance including required training.

## PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

### **Audit**

Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

### **Ethics**

- (1) **Personal Conflict of Interest** – The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
  - a) the employee, officer, board member, or agent;
  - b) any member of his or her immediate family;
  - c) his or her partner; or
  - d) an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year. The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- (2) **Organizational Conflict of Interest** – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

### **Procurement Procedures/Employment of Grantor Personnel**

- (1) **Procurement of Goods or Services – Federal Funds** – For purchases of products or services with any Federal funds that costs more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) the GRANTEE shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GRANTEE to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GRANTEE, the procedures of the GRANTOR will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GRANTEE may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the GRANTOR authorizes such a procedure; or (3) the GRANTOR determines competition is inadequate after solicitation from a number of sources.



- (2) *Procurement of Goods or Services – State Funds* – For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$50,000.00 and \$20,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

- (3) *Employment of Grantor Personnel* -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

#### **Dispute Resolution**

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

### PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

#### **TERM**

The term of this agreement is three years, from July 1, 2017 through June 30, 2020, with the possibility of one two-year renewal from July 1, 2020 through June 30, 2022. A decision to renew this agreement must be determined by January 1, 2020 and approved by January 31, 2020.

#### **DEFINITIONS**

**Administrative Facilities**: the space where the administrative staff for the program is located.

**American Association of State Highway and Transportation Officials (AASHTO)**: a standards-setting body which publishes specifications, test protocols, and guidelines which are used in highway design and construction throughout the United States. AASHTO represents not only highways but air, rail, water, and public transportation.

**AASHTO Technical Service Programs (TSPs)**: a series of national programs run by AASHTO that states may choose to participate in. IDOT participates in certain TSPs that are eligible for 100% SPR Part 2 funding as approved by FHWA. Example TSPs that IDOT participates in include the AASHTO resource, the AASHTO Products Evaluation List, and the AASHTO National Transportation Products Evaluation Program.

**Code of Federal Regulations (CFR)**: the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation.

**Confidential Information**: any information that is furnished by either party that is considered to be confidential business information as outlined by 49 CFR §512.3, "Confidential Information".

**Cooperative Agreement**: a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 USC 6302-6305: (a) is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 USC 6101(3)); and not to acquire property or services for the Federal Government or pass-through entity's direct benefit or use; and (b) is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award. (2 CFR §200.24)

**Cost Share**: the portion of project costs not paid by Federal funds. (2 CFR §200.29)

**Crash Data**: any data generated from the written motor vehicle accident reports and supplemental reports but shall not include any personally identifying information as defined in Section 1-159.2 of the Illinois Vehicle Code or a copy of the motor vehicle accident report or supplemental report or any other information disclosure prohibited by law.

**Development**: the systematic use of the knowledge or understanding gained from research, directed toward the production of useful materials, devices, systems or methods, including design and development of prototypes and processes. (23 CFR §420.203)

**Direct Cost**: those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect (F&A) costs. (2 CFR §200.413(a))

**Editorial Support:** includes technical editing of reports, white papers, requested technology transfer items, and deliverables for IDOT sponsored projects, and report production costs.

**Equipment:** Equipment includes any tangible or intangible product, having a useful life of two (2) years or more, an acquisition cost of at least \$500, and used solely in GRANTEE's performance under this Agreement.

**Federal Highway Administration (FHWA):** a branch of the US Department of Transportation that administers the Federal-Aid Highway Program, providing financial assistance to states to construct and improve highways, urban and rural roads, and bridges. The FHWA also administers the Federal Lands Highway Program, including survey, design, and construction of forest highway system roads, parkways and park roads, Indian reservation roads, defense access roads, and other Federal lands roads. The FHWA became a component of the US Department of Transportation in 1967 pursuant to the Department of Transportation Act (49 USC app. 1651 note).

**Federally-Funded Line Items:** targeted Technology Transfer and Project Management activities that have been requested by the Department and are funded using SPR Part 2 funds.

**Final Report:** a report documenting a completed RD&T study or activity. (23 CFR §420.203)

**Highly Sensitive:** any information that is furnished by either party that is not considered to be confidential business information as outlined by 49 CFR §512.3, "Confidential Information", but requires additional review through IDOT management prior to release.

**Indirect Cost:** those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect (F&A) costs. Indirect (F&A) cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived. (2 CFR §200.56)

**Information Technology Resources:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information.

**National Cooperative Highway Research Program (NCHRP):** the cooperative RD&T program directed toward solving problems of national or regional significance identified by State DOTs and the FHWA, and administered by the Transportation Research Board, National Academy of Sciences. (23 CFR §420.103)

**National Research:** research carried out through the National Cooperative Highway Research Program (NCHRP), Transportation Pooled Fund (TPF) Program, or the Transportation Research Board (TRB).

**Program:** the broad range of activities funded under this intergovernmental agreement between IDOT and the University of Illinois, including all Research Projects and the supporting efforts performed by the Illinois Center for Transportation in administering and managing the IDOT's contract research program. The Program includes, but is not necessarily limited to, all responsibilities assumed by the outsourced entity and described under this Agreement.

**Public Relations:** community relations and those activities dedicated to maintaining the image of the non-Federal entity or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public. (2 CFR §200.421)

**Research:** a systematic study directed toward fuller scientific knowledge or understanding of the subject studied; research can be (1) *Basic* or (2) *Applied*. (23 CFR §420.203)

- (1) *Basic Research:* the study of phenomena, and of observable facts, without specific applications towards processes or products in mind; the primary purpose of this kind of research is to increase knowledge. (23 CFR §420.203)

- (2) **Applied Research:** the study of phenomena to gain knowledge or understanding necessary for determining the means by which a recognized need may be met; the primary purpose of this kind of research is to answer a question or solve a problem. (23 CFR §420.203)

**Research, Development, and Technology Transfer (RD&T) Activity:** a basic or applied research project or study, development, or technology transfer activity. (23 CFR §420.203) An example of an RD&T Activity is an individual Research Project (e.g. R27-172) or Program level activities (e.g. Research Coordinators).

**Research, Development, and Technology Transfer Work Program:** a periodic statement of proposed work, covering no less than one year, and estimated costs that documents eligible activities to be undertaken by State DOTs and/or their subrecipients with FHWA planning and research funds. (23 CFR §420.103) The State DOT's RD&T work program must, as a minimum, consist of a description of RD&T activities to be accomplished during the program period, estimated costs for each eligible activity, and a description of any cooperative activities including the State DOT's participation in any transportation pooled fund studies and the NCHRP. The State DOT's work program should include a list of the major items with a cost estimate for each item. The work program should also include any study funded under a previous work program until a final report has been completed for the study. (23 CFR §420.207) The IDOT Research Work Program is submitted annually to the FHWA Division Office for approval, and includes all aspects of the Department's research program, including the RD&T activities accomplished through the outsourced entity, pooled fund studies, national research efforts (TRB, NCHRP, SHRP2, etc.), and the AASHTO Technical Service Programs. For the purposes of this document and the IGA, Program is taken to mean all of the RD&T activities accomplished through the outsourced entity.

**Research Dissemination and Implementation:** activities conducted by the GRANTEE or GRANTOR that provide dissemination and implementation of research findings. These activities shall be in the form of demonstration, training, and other activities approved by the GRANTOR that lead to eventual innovation. (23 CFR §420.203) These activities include, but are not limited to, the following:

- Travel for technology transfer opportunities on projects that have previously ended as allowed in FHWA's Guidance on Use of FHWA Planning & Research Funds for Travel and Training.
- Pilot implementation efforts.
- GRANTOR technical conference sponsorship, which covers technical conference support as approved by the GRANTOR.
- GRANTOR travel to technical conferences to present on implementation strategies for both active and completed research projects as approved by GRANTEE and GRANTOR.

**Research Program:** the broad range of RD&T activities funded under this Agreement, including all Research Projects and the supporting RD&T activities performed by the Illinois Center for Transportation in effectively and efficiently managing and administering the Research Projects. The Program includes, but is not necessarily limited to, all responsibilities assumed by the outsourced entity and described in the contract.

**Research Project:** "An undertaking by a State highway department for highway construction, including preliminary engineering, acquisition of rights-of-way and actual construction, or for highway planning and research, or for any other work or activity to carry out the provisions of the Federal laws for the administration of Federal aid for highways." (23 CFR §1.2) For the purposes of this Agreement, Research Project means an individual RD&T study focused on a specific issue (e.g. R27-172) that is approved and funded by IDOT.

**Research Project Work Plan:** a detailed plan for completing a Research Project, e.g., scope, objectives, tasks, deliverables, implementation plan, timeline, and budget.

**Scholarly Publication:** publications (also referred to as academic, peer-reviewed, or refereed publications) written by experts in a particular field and intended to keep others interested in that field up to date on the most recent research, findings, and news.

**State Funded Items:** also referred to as "Administrative Funds," funds provided to the outsourced entity that may be used for "maintenance, traffic, and physical research purposes". (Public Act 098-0675)

**State Planning and Research (SPR) Part 2 Funds:** funds that are comprised of the two percent set aside of funds apportioned or allocated to a State DOT for activities authorized under 23 USC 505. (23 CFR §420.103). SPR Part 2 Funds are FHWA planning and research funds restricted for use on research, development, and technology transfer (RD&T) activities, programs, and studies undertaken by State DOTs and their subrecipients. (23 CFR §420.201)

**State Planning and Research (SPR) Program:** “Research, development, and technology transfer activities necessary in connection with the planning, design, construction, management, and maintenance of highway, public transportation, and intermodal transportation systems.” (23 USC 505(a)(5))

The Code of Federal Regulations (CFR) describes the responsibilities of the State DOT. 23 CFR Part 420 is the governing regulation for the SPR program, with Subpart A covering the administration of SPR funds and Subpart B providing specific details for the SPR-RD&T program.

In particular, 23 CFR §420.205(f) states that “State DOTs will have primary responsibility for managing RD&T activities supported with FHWA planning and research funds carried out by other State agencies and organizations and for ensuring that such funds are expended for purposes consistent with this subpart.”

23 CFR §420.117(a) states that “the State DOT shall monitor all activities performed by its staff or by subrecipients with FHWA planning and research funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met.”

23 CFR §420.209(b) states that “Documentation that describes the State DOT's management process and the procedures for selecting and implementing RD&T activities must be developed by the State DOT and submitted to the FHWA Division office for approval. Significant changes in the management process also must be submitted by the State DOT to the FHWA for approval.”

These regulations require IDOT to perform the necessary management, monitoring, and documentation of the separate RD&T activities being undertaken by and through the outsourced entity.

**Strategic Highway Research Program 2 (SHRP 2):** Congress authorized the second Strategic Highway Research Program (SHRP 2) in 2005 to investigate the underlying causes of highway crashes and congestion in a short-term program of focused research. To carry out that investigation, SHRP 2 targets goals in four interrelated focus areas: Safety, Renewal, Reliability, and Capacity.

**Subaward:** an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. (2 CFR §200.92)

**Subrecipient:** a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. (2 CFR §200.93)

**Technology Transfer (T2):** activities conducted by the GRANTEE, as requested by the GRANTOR, to develop technical reports, presentations, and other documents or items agreed upon by the GRANTOR that promote research project efforts and findings. (23 CFR §420.203) These activities include, but are not limited to, the following:

- Technical course development activities.
- Development or assistance with development of technology transfer documents, targeted webinars, or videos.
- Production of articles, newsletters, annual reports, and similar items.
- GRANTOR agreed upon updates to QPR system or website page content related to GRANTOR projects to improve technology transfer and information.

**Third-Party In-Kind Contributions:** the value of non-cash contributions (i.e., property or services) that benefit a federally-assisted project or program and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award. (2 CFR §200.96)

**Transportation Pooled Fund (TPF) Program:** a national research program administered by the Federal Highway Administration (FHWA). (23 CFR §420.103)

**Transportation Pooled Fund (TPF) Study:** a planning, research, development, or technology transfer activity administered by the FHWA, a lead State DOT, or other organization that is supported by two or more participants and that addresses an issue of significant or widespread interest related to highway, public, or intermodal transportation. A transportation pooled fund study is intended to address a new area or provide information that will complement or advance previous investigations of the subject matter. (23 CFR §420.103)

**Transportation Research Board (TRB):** one of seven program units of the National Academies of Sciences, Engineering, and Medicine, which provides independent, objective analysis and advice to the nation and conducts other activities to solve complex problems and inform public policy decisions. The program is supported by state transportation departments, federal agencies including the component administrations of the US Department of Transportation, and other organizations and individuals interested in the development of transportation. TRB administers a number of major research programs sponsored by other organizations including the National Cooperative Highway Research Program (NCHRP).

**Transportation Research Information Services (TRIS) Database:** the database produced and maintained by the Transportation Research Board and available online through the National Transportation Library. TRIS includes bibliographic records and abstracts of on-going and completed RD&T activities. TRIS Online also includes links to the full text of public-domain documents. The TRIS database has been integrated into the TRB Transport Research International Documentation (TRID) database. (23 CFR §420.203) TRIS has been combined with the Joint Transport Research Centre's International Transport Research Documentation (ITRD) Database to form the Transportation Research Information Database (TRID).

**Work Order:** Mutually agreed upon document detailing specific work to be performed by GRANTEE.

#### **PROGRAM ADMINISTRATION**

##### **General**

In furtherance of the Program to be conducted hereunder, the GRANTEE agrees to the following Program Administration terms:

- (1) to assume, under the direction of the GRANTOR, direct charge of each Research Project/RD&T Activity which may be established under the Program
- (2) to manage and administer the Research Project/RD&T Activity to ensure their timely completion and adherence to the work plan;
- (3) to supervise all experimental and analytical work, and preparation of reports and other deliverables according to the approved Work Plan; and
- (4) to promptly report issues with any Research Project to the GRANTOR as soon as such issue(s) become known to the GRANTEE within a period of time that does not exceed ten (10) business days.

##### **Personnel**

The GRANTEE agrees to the following terms:

- (1) to assign such members of its staff as may be necessary to supervise and direct the Program as a whole and each of the Research Project/RD&T Activity under it; and
- (2) to employ research staff, mechanics, technicians, clerks, and other help necessary for the effective execution of the Program.

All personnel indicated above shall be employees of the GRANTEE during their employment in this Program and shall in all respects be subject to the rules and regulations of the GRANTEE governing staff members and employees. The salaries of these employees shall be reimbursed by the GRANTOR as applicable.

##### **Communication**

- (1) the GRANTEE shall consult with and keep the GRANTOR fully informed as to the progress of all matters covered by this Agreement;

- (2) the GRANTEE shall notify the GRANTOR of any changes to its management process as related to the scope of this Agreement including, but not limited to, staffing changes and reorganizations, and shall provide a description of the functions and responsibilities maintained by each staff member associated with operation of the program;
- (3) the GRANTEE shall adhere to University of Illinois policies for academic staff appointments or changes thereof.

#### **Meetings**

The GRANTOR and the GRANTEE shall communicate regularly on the status of the Program and Research Projects. This communication may take the form of items that may include, but are not limited to, weekly meetings/conference calls and monthly administration meetings. This is in addition to reporting requirements under Exhibits B and E.

#### **Reporting**

Per 23 CFR §420.117(d), "Events that have significant impact on the work must be reported as soon as they become known. The types of events or conditions that require reporting include: problems, delays, or adverse conditions that will materially affect the ability to attain Program objectives. This disclosure must be accompanied by a statement of the action taken, or contemplated, and any Federal assistance needed to resolve the situation." To ensure the GRANTOR's compliance with 23 CFR §420.209(b), the GRANTEE shall notify the GRANTOR of any proposed changes to its management process including, but not limited to, staffing changes and reorganizations in writing to the GRANTOR prior to implementation.

#### **Non-Performance & Non-Responsiveness of GRANTEE**

- (1) the GRANTEE will respond to notification of non-performance and/or non-responsiveness from the GRANTOR. The GRANTEE shall investigate and respond with actions taken to rectify the situation, and
- (2) the GRANTOR will evaluate the GRANTEE's recommendations, determine the final course of action, and relay the pertinent information to the FHWA Division Office.

#### **Technology Transfer**

The GRANTEE will, at the direction of the GRANTOR, provide Technology Transfer following the requirements listed in Part One, Exhibit A under Administration & Research. Technology Transfer requests will be handled on a work order basis at the request of the GRANTOR. Only items submitted under a work order will be eligible for reimbursement. Items not requested by the GRANTOR shall be deemed independent technology transfer, as described under "Publication of Technology Transfer (T2)" below, and will not be eligible for reimbursement.

#### **Technical Work Requirements**

The GRANTOR will keep the GRANTEE apprised of all applicable technical work requirements and administrative controls, including those of the FHWA.

#### **Administrative Facilities**

- (1) The GRANTEE will provide the administrative facilities and will establish, subject to the approval of the GRANTOR, the procedures necessary for the proper coordination and planning and the efficient execution of the Program.
- (2) The GRANTEE will furnish with no additional charge, the facilities necessary for this Program together with light, heat, power, and water, and to permit the use of such laboratory apparatus and experimental facilities as it may possess which are not in use for other purposes.

#### **Annual Research Program**

An annual Research Program shall be created on a fiscal year basis (July 1 to June 30) by the GRANTOR and the GRANTEE. The GRANTOR will develop the Research Program following the research selection process outlined in the Policy Document.

#### **Information Technology Resources**

Per 48 CFR §1252.239-70, the GRANTEE shall be responsible for information technology security for all systems connected to the GRANTOR network or operated by the GRANTEE for the GRANTOR, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in

which the GRANTEE has physical or electronic access to the GRANTOR's sensitive information that directly supports the mission of the GRANTOR.

**Travel**

- (1) Travel and subsistence expenses in connection with travel for GRANTEE staff members indicated, to conduct Research Project and RD&T Activities, will be reimbursed according to the Grantee's travel policies and in accordance with current travel regulations and the FHWA's Guidance on Use of FHWA Planning & Research Funds for Travel and Training (<http://www.fhwa.dot.gov/hep/guidance/sprt.cfm>), and will be specifically provided for in each RD&T Activity Project Work Plan as much as possible.
- (2) Commuting costs, the cost of travel between a GRANTEE employee's home and place of work, will not be reimbursed.

**Equipment - General**

2 CFR §200.439(b)(2) states that "Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5000 or more have the prior written approval of the Federal awarding agency or pass-through entity." Equipment includes any tangible or intangible product, having a useful life of two (2) years or more, an acquisition cost of at least \$5000, and used solely in GRANTEE's performance under this Agreement. Purchase or rental of specialized equipment for an individual Research Project or a series of related Research Projects may be eligible for federal funding. Equipment for Research Projects may only be purchased with SPR Part 2 funds when it is specialized and its predominant use would be for a specific Research Project or the federally-funded Research Program.

To ensure compliance with 2 CFR §200.439(b)(2), and with the GRANTOR's unit cost limit of \$500, written approval from the GRANTOR must be obtained prior to equipment purchases or rental equal to or greater than \$500. The GRANTEE must use the equipment for the authorized purpose under the Scope of Service during the period of performance or the equipment's entire useful life. When equipment is purchased with federal funds, it may be used for purposes outside the federally-funded SPR Program only when there are no associated labor charges and the work is not being sponsored by a non-federal source. For example, the equipment may be used during down time for academic pursuits (e.g. student working on thesis) not involving outside funding.

**Equipment - No longer being used on a Research Project or the Federally-funded SPR Program**

If a piece of equipment purchased with federal funds is no longer being used on an individual Research Project; by a student to complete graduate level work, either federal-funded or directly related to a federally-funded project; or on the federally-funded SPR Program; the GRANTEE shall notify the GRANTOR regarding said equipment and obtain the GRANTOR's decision on disposition. There are three options for disposition:

- (1) The GRANTOR may take ownership of the equipment. The equipment would then be removed from the GRANTEE's inventory and added to the GRANTOR's inventory. This is the default option.
- (2) The researcher may maintain possession for use on other federally-funded Research Projects, but the GRANTEE must track use of the equipment. Equipment purchased with federal funds can be used by students or on other federally-funded research. If the equipment is used for non-federal research, the researcher and the GRANTEE must document usage, charge a fair rate for use of the equipment, and reimburse the GRANTOR accordingly.
- (3) Upon the GRANTOR's approval, the researcher and/or the GRANTEE may either purchase the equipment from the GRANTOR or sell the equipment to a third party and return the selling price to the GRANTOR. In either case, the equipment should be removed from the GRANTEE's inventory kept for the Program.

**Equipment – Inventory Records**

- (1) The GRANTEE shall create and maintain an inventory record of each item of nonexpendable equipment valued at \$500 or more that was either purchased or built with GRANTOR funds, including equipment purchased through a service contract/agreement.
- (2) Inventory records must comply with federal guidance in 2 CFR §200, and at a minimum should include:
  - a) a description of the property;
  - b) a serial number or other identification number;
  - c) the source of funding for the property (including the FAIN);
  - d) who holds title;
  - e) the acquisition date;



- f) cost of the property;
  - g) percentage of Federal participation in the Research Project costs for the Federal award under which the property was acquired;
  - h) the location, use, and condition of the property; and
  - i) any ultimate disposition data, including the date of disposal and sale price of the property.
- (3) The record for each item shall include the total cost, model identification, equipment request number, Research Project number, and the kind of funds (federal, state, or GRANTEE share) that is used under which the equipment was acquired. Copies of the record shall be furnished to the GRANTOR annually on April 15 or upon request.
- (4) Equipment must be made available upon request for inspection and/or verification of inventory.

**Use of Advanced Transportation Loading System (ATLAS)**

- (1) The GRANTEE shall maintain a daily journal documenting the use of the ATLAS for any Research Project, which shall be made available upon request. Journal entries shall include:
- a) the number of the Research Project for which the equipment was utilized;
  - b) time frame equipment was in use; and
  - c) idle time due to location change, and/or repairs.
- (2) Payment will only be made to move the ATLAS into place for a Research Project.

**Control of Property**

The GRANTEE certifies that the control, utilization, and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards. It is mutually agreed by and between the parties hereto that all apparatus and equipment purchased with funds provided by the GRANTOR and which are of such nature that they may be used by the GRANTOR in the conduct of its work, shall remain the property of the GRANTOR.

**In-Kind Contributions**

To ensure compliance with 23 CFR §420.119 and 2 CFR §200, the GRANTEE shall provide in-kind contribution information to the GRANTOR. Third-party, in-kind contributions must be submitted to the GRANTOR in time to allow for ten (10) business days review and approval by the GRANTOR and FHWA. Third-party, in-kind contributions not submitted in time will not be approved. Third-party, in-kind contributions not approved by the FHWA Division Office prior to the start of each individual Research Project will not be allowed.

**Termination of Program**

In instances where the Agreement is terminated for non-budgetary reasons, the GRANTEE shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) calendar days of receipt of notice of termination, as well as any non-cancelable student salary and benefit obligations, based upon the payment terms set forth in the Agreement.

**RESEARCH PROJECT ADMINISTRATION**

**General**

- (1) The GRANTEE agrees that no investigation will be undertaken on any individual Research Project under this Program until a Research Project Work Plan that includes the tasks, deliverables, and an estimated budget with a budget justification explaining the costs for the specific Research Project has been prepared and approved by the GRANTOR, authorizing the particular Research Project.
- (2) The GRANTOR reserves the right to request that a Research Project/RD&T Activity be outsourced and to have final approval over the Principal Investigator(s) for each Research Project.
- (3) Research Project Work Plans shall be developed for each Research Project's term, including budget. The budget should be provided over the term of the Research Project by fiscal-year periods, July 1 to June 30, or any portion thereof.
- (4) For non-outsourced Research Projects/RD&T Activities in the Program, a researcher affiliated with the GRANTEE, qualified and experienced in the area of the particular study, shall be designated as the Principal Investigator to give general supervision to the Research Project and to make the control decisions regarding

the conduct of the Research Project within the limits prescribed by the GRANTOR and the Director of the GRANTEE. Principal Investigators may be recommended by the GRANTEE.

- (5) For outsourced Research Projects/RD&T Activities, selection of the Principal Investigator shall be based on a Request for Proposal process and approved by the GRANTOR.
- (6) The GRANTEE will permit representatives of the GRANTOR, the FHWA, and other cooperating agencies to observe the work in progress at all reasonable times, during normal business hours.
- (7) The GRANTEE will ensure that members of the research team have adequate safety training for lab and field work, including work on or near the roadway.
- (8) The GRANTOR agrees to inform the Director of the GRANTEE, in writing, of non-performance and non-responsiveness in execution of any Research Project that is a component of the Program within ten (10) business days of the time that the GRANTOR is made aware of the issue.
- (9) The GRANTOR, in coordination with the GRANTEE, will establish an evaluation process to measure the effectiveness of the individual Research Projects.
- (10) Principal Investigators are expected to keep accurate records of the nature and character of the work undertaken, of the work performed, and of the analysis of the assembled data, and the GRANTEE shall require such recordkeeping and analysis in agreements with Principal Investigators and shall assist Principal Investigators in complying with such requirements.
- (11) The GRANTEE's laboratory facility will be inspected to ensure it maintains a "qualified laboratory" status according to GRANTOR's Bureau of Materials policy memorandum 6-08 for the duration of this Agreement. For all Research Projects requiring a laboratory, the laboratory must be able to prove that it is a "qualified laboratory" as of the Research Project start date by the state in which the laboratory is located, under the requirements of 23 CFR §637.
- (12) The GRANTEE shall enter Research Project information for all new Research Projects into the Research in Progress (RiP) database at the start of a Research Project, in compliance with 23 CFR §420.209(a)(4). Upon Research Project completion, the GRANTEE shall enter Research Project and report information into the TRID database and remove the same from the RiP database.
- (13) The GRANTEE will obtain approval from GRANTOR prior to purchasing equipment costing more than \$500 with GRANTOR funds.

#### **Reimbursement**

- (1) The GRANTOR agrees to reimburse the GRANTEE for the cost of labor charges of the staff assigned by the GRANTEE to conduct research for each Research Project under the Program, and the compensation of consultants who may be retained. Consultants may be retained only with proper approval by the GRANTOR.
- (2) The GRANTOR will reimburse the GRANTEE, after proper approval, the applicable fringe benefits paid to research staff in accordance with general GRANTEE policy. This shall include, but not be limited to retirement, health and life insurance, and workers' compensation.
- (3) The GRANTOR will reimburse the GRANTEE, after proper approval, for the cost of materials, supplies, and equipment; the cost of publication of the results; and all other expenses necessary for the proper completion of each Research Project under the Program, exclusive of such costs as are to be borne directly by GRANTOR and the GRANTEE according to the terms of this Agreement.

#### **Research Project Evaluation and Deliverables**

The GRANTOR, in coordination with the GRANTEE, will cooperatively establish and mutually agree to an evaluation process to measure the effectiveness of the RD&T activities.

Research Project deliverables are developed between the Technical Review Panel (TRP) and the Principal Investigator(s) and outlined in the Research Project work plan, and Principal Investigators will prepare deliverables as called for in the RD&T Activity Work Plan or as may be required by the GRANTOR.

Principal Investigators will prepare interim and final reports and deliverables as called for in the Research Project Work Plan or as may be required by the GRANTOR. Providing a final report acceptable to the GRANTOR, and the Federal Highway Administration (FHWA) where Federal funds are used, is required for fulfillment of the Agreement. The GRANTOR shall submit reports to FHWA, as needed, and obtain acceptance within forty-five (45) calendar days. In the event of non-concurrence among the GRANTEE, the GRANTOR, and/or FHWA, the report may be finalized as outlined in the Publications section of this agreement, provided the non-concurrence is set forth in the publication.

The GRANTEE will deliver, if requested, hard copies and/or CDs of the report to the GRANTOR and document research initiation and completion according to the Bureau of Research's Policy Document.

If an ongoing training course is a Research Project deliverable, the GRANTOR and GRANTEE will work together to create a subsequent agreement for execution and long-term management with the Bureau involved in and/or utilizing the class.

#### **Travel**

Expenses for travel, lodging, or per diem incurred by the GRANTEE pursuant to this Agreement are limited to those described below. The GRANTEE shall follow the University's approved travel policies on any travel covered under this Agreement.

Per FHWA's Guidance on Use of FHWA Planning & Research Funds for Travel and Training (<http://www.fhwa.dot.gov/hep/guidance/sprt.cfm>), travel out-of-state and to conferences for the purposes of technology transfer is an expense eligible for federal reimbursement. To the extent possible, such travel shall be itemized in the Research Project's work plan and budget. In recognition of travel budget restrictions, travel funded with federal research money should be limited to researchers, students, and GRANTOR representatives who provide direct benefit to the GRANTOR's Program. Travel must be approved by the Technical Review Panel Chair in advance of the travel using the travel forms obtained from the GRANTOR. Travel funded through Research Dissemination and Implementation must also be approved in advance by the GRANTOR.

#### **Termination of Research Project**

An active or pending Research Project, and its associated RD&T Activity, may be terminated by either party by giving written notice.

For pending Research Projects, where the Research Project has been selected for funding, but significant work is not underway, either party may terminate by giving fifteen (15) calendar days written notice. No costs shall be expended for research equipment, supplies, or materials after notice is provided. Non-cancelable student salary and benefit obligations will be honored.

For active RD&T activities, if the GRANTOR is dissatisfied with the GRANTEE's performance or believes that there has been a substantial decrease in the GRANTEE's performance, the GRANTOR may give written notice that remedial action shall be taken by the GRANTEE within ten (10) business days of when the GRANTEE is made aware. If such action is not taken within the time afforded, the GRANTOR may terminate the Agreement by giving thirty (30) calendar days written notice to the GRANTEE. In this instance, the GRANTEE shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of the notice of termination and for which work will be completed within thirty (30) calendar days of receipt of the notice of termination, as well as any non-cancelable student salary and benefit obligations, based upon the payment terms set forth in the Agreement.

#### **Ownership of Documents & Title to Work**

The GRANTOR shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to the GRANTEE. All documents, data, and records utilized in performing research shall be available for examination by the GRANTOR upon request, shall be subject to retention for a period of three (3) years from the end date of the Research Project, and shall, at the option of the GRANTOR, be appropriately arranged, indexed, and delivered to the GRANTOR by the GRANTEE.

#### **Copyrightable Material**

- (1) Federal legislation that controls ownership and allocation of rights to results of federally-supported research is described in Title 35 of the U.S. Code, Chapter 18 §§ 201-202. The GRANTOR and the GRANTEE are also subject to the provisions of 23 CFR §420.121(b) and 23 CFR §420.121(i), 37 CFR §401.14(b), 48 CFR, Part 227, regarding Patents, Data, and Copyrights, 49 CFR § 19.36 governing copyrighted publications and intangible property, and 48 CFR §1252.242-70.
- (2) The GRANTEE shall have the authority to copyright reports, computer software and its documentation or databases, forms, and other materials that are part of the work under this agreement provided, however, that the GRANTEE: (1) hereby grants to the GRANTOR and Federal Government a royalty-free, non-exclusive,

non-transferable, worldwide license to reproduce, publish or otherwise use and to authorize others to use, for Government purposes; and (2) shall have placed on the page of the material bearing a copyright a statement to this effect.

**Patentable Discoveries and Invention Rights**

The GRANTEE retains the entire right, title, and interest throughout the world to each invention or discovery, which is or may be patentable or otherwise protectable under Title 35 of the United States Code, and conceived or first reduced to practice in the performance of work under this Agreement as prescribed by 23 CFR §420.121(i) and 37 CFR §401.14 ("Patentable Discoveries"). The GRANTEE will retain all rights provided for the GRANTOR in this clause, and the GRANTOR will not, as part of the consideration for awarding the contract, obtain rights in the GRANTEE's subject inventions. The GRANTEE agrees to and does hereby grant to the GRANTOR and the Federal Government an irrevocable, non-exclusive, non-transferable, and paid-up license to practice such inventions and discoveries to the extent required to meet the GRANTOR's obligations to the Federal government. The GRANTOR and GRANTEE agree that 23 CFR §420 shall govern the administration of all Patentable Discoveries for this Agreement. Should patentable discoveries or inventions result from work under this Agreement, the GRANTEE shall maintain effective procedures to adhere to the provisions of the Bayh-Dole Act (Public Law: 96-517) and to the implementing regulations of 37 CFR Part 401, including but not limited to the following:

- (1) The GRANTEE shall disclose each subject invention to the GRANTOR and make a written election within two (2) years after disclosure whether it will retain title to the invention(s); agree to file a patent application; and include a statement that the invention was made with GRANTOR and Federal Government support.
- (2) In the event the GRANTEE elects to retain title as described above, the GRANTEE shall grant to the GRANTOR and the Federal Government a non-exclusive, irrevocable, non-transferable, paid-up license to practice or have practiced for or on their behalf, in perpetuity, any subject invention in the United States, its territories, and throughout the world and such additional rights as conferred by sections 202-204 of Title 35 of the United States Code.
- (3) The GRANTEE shall include the following statement in the second paragraph of the specification of the application for any patents issued on a subject invention: "The United States Government and the State of Illinois have a non-exclusive, irrevocable, non-transferable, paid-up license to practice or have practiced on their behalf, in perpetuity, any subject invention in the United States, its territories, and throughout the world and such additional rights as conferred by sections 202-204 of Title 35 of the United States Code."
- (4) The GRANTEE shall provide the GRANTOR with a list of all subject inventions or certification that there were no such inventions at the time of filing the final report as required by this Agreement.
- (5) These patent and invention rights shall survive early termination of this Agreement.

**Data Management**

All documents, data, and records produced by the GRANTEE in carrying out the GRANTEE's research obligations hereunder, without limitation and whether preliminary or final, shall become and remain the property of the GRANTEE. Copies of all documents, data, and records utilized in performing research shall, at the option of the GRANTOR, be collected from the Principal Investigators and delivered to the GRANTOR. The Principal Investigator, on behalf of the GRANTEE shall assist in this process of collecting and appropriately arranging, indexing, and delivering to the GRANTOR. All documents, data, and records produced by the GRANTEE and Principal Investigators shall be subject to retention for a period of three (3) years from the end date of the Research Project, and to furnish copies on request.

All documents, data, and records produced by the GRANTEE in carrying out the GRANTEE's Administration obligations hereunder, without limitation and whether preliminary or final, shall become and remain the property of the GRANTOR. The GRANTOR shall have the right to use all documents, data, databases, and records utilized in performing the research without restriction or limitation and without additional compensation to the GRANTEE. All documents, data, databases, and records utilized in performing research shall be available for examination by the GRANTOR upon request, shall be subject to retention for a period of three (3) years from the date of submission of the final expenditure report, and shall, at the option of the GRANTOR, be appropriately arranged, indexed, and delivered to the GRANTOR by the GRANTEE. Databases shall be in format usable by the GRANTOR.

### **Software**

- (1) All software, databases, and related computer programs identified as a Research Project deliverable in the initial Research Project Work Plan (hereinafter "Software"), where such Work Plan has been documented and provided to the GRANTEE, produced and developed by the GRANTEE (or authorized contractor or subcontractor thereof) in carrying out the GRANTEE's Research obligations hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the GRANTOR and the GRANTEE and shall be in a format mutually agreed upon by the Parties. Ongoing research project work plans under the previously executed intergovernmental agreement may be amended to include Software if acceptable to both the GRANTOR and GRANTEE.
- (2) Both the GRANTOR and the GRANTEE shall at all times retain the right, in their sole discretion, to license or sell Software developed as a deliverable under a Research Project Work Plan. Before the GRANTOR or the GRANTEE license or sell said Software, the parties agree to establish a separate agreement to govern that process.
- (3) Both the GRANTOR and the GRANTEE shall be free to sell, give, offer or otherwise provide said Software to any other agency, GRANTOR commission, or board of the State of Illinois, as well as any other State agency, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official, non-commercial use by said entity, specific to GRANTOR sponsored jobs or projects and only for the length of the time the job or project is active.
- (4) The GRANTOR agrees that any entity to whom the Software will be given, sold, or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving, or otherwise offering said Software without the written consent of both the GRANTOR and the GRANTEE.

### **Confidentiality**

Each disclosure of Confidential Information must be issued using the framework documented by 49 CFR §512.6 that requires all disclosures to be marked as Confidential prior to disclosure to either party. Each party's obligation of confidentiality shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not under a confidentiality obligation to either party; (d) is explicitly approved for release by written authorization of both parties; (e) is or has been developed by recipient independent of recipient's access to disclosing party's Confidential Information; (f) is required by law or court order to be disclosed, or (g) was acknowledged as non-confidential subsequent to initial identification as Confidential Information.

For the purposes of this contract, "crash data" will be considered Confidential Information pursuant to 625 ILCS 5/11-12. At their discretion, the GRANTOR may furnish copies of its written accident reports or any supplemental reports to Federal, State, and local agencies that are engaged in highway safety research and studies. The GRANTOR may furnish copies of its written accident reports or any supplemental reports to any business, organization, educational institute, or any other individual for which the GRANTOR, Federal, State, or local agency has a contractual agreement to complete highway safety research or a study for the GRANTOR, Federal, State or local agency. Such reports furnished to any agency other than the Secretary of State or the Illinois Commerce Commission and to any business, organization, educational institute, or any other individual, for which the GRANTOR, Federal, State, or local agency has a contractual agreement with to complete highway safety research or a study may be used only for statistical or analytical purposes and shall be held confidential by that agency, business, organization, educational institute, or any other individual.

### **Research Project Confidentiality**

To the extent possible, the GRANTOR may designate an entire Research Project to be confidential or "highly sensitive" at either the RFP or Notification of PI Selection stage, or as soon as practicable after identification by the GRANTOR. When a project is determined confidential or "highly sensitive" at a time after the project has commenced, a letter from the Director of Planning and Programming, or higher authority, shall be provided to the GRANTEE confirming the revised designation and PI shall confirm if (s)he accepts that and plans to continue the research under the confidential or "highly sensitive" designation.

For Research Projects so designated as confidential or "highly sensitive," any documents, data, records, or other information given to or prepared by the GRANTEE pursuant to this Agreement are GRANTOR's Confidential

Information and shall not be made available to any individual or organization without prior written approval by the GRANTOR. Both parties may share Confidential Information with third parties to the extent necessary to perform the Research Program under the terms consistent with this Agreement.

**Publication of Research**

The GRANTEE shall have the authority to publish or publicly disclose information relating to any Research Project Work Plan as set forth herein, unless otherwise stated by the GRANTOR. All publications giving the results of any investigation shall contain a credit reference as follows:

*"This publication is based on the results of ICT-RXX (Research Project Work Plan number to be provided by GRANTEE), Research Project Title here. ICT-RXX was conducted in cooperation with the Illinois Center for Transportation; the Illinois Department of Transportation, Office of Program Development; and the US. Department of Transportation, Federal Highway Administration."*

Reports containing crash data may be required to provide an additional disclaimer.

The format of final publications provided to the GRANTOR shall follow the guidelines set forth by the GRANTEE, and agreed to by the GRANTOR. Either Party to this agreement, or the FHWA when Federal funds are used, may initiate requests for publication of interim or final reports.

Articles for publication in professional refereed or peer-reviewed journals or papers to be presented at professional meetings shall be submitted to the GRANTOR for a 21-business day review prior to publication or presentation; after which time the GRANTEE may, without interference, publish or publicly disclose any non-confidential, non-"highly sensitive," and non-patentable results. Publications containing confidential, "highly sensitive," or patentable results shall be handled as provided herein. Information presented to a Research Project's TRP, as noted in the final TRP meeting minutes, shall be considered as reviewed by the GRANTOR. The parties will cooperate so that student theses or dissertations are not adversely affected by any delay.

Upon written notice by the GRANTOR that the proposed publication contains GRANTOR Confidential Information, enabling disclosures of Patentable Discoveries, or other objectionable content, the GRANTEE may either revise the publication to eliminate such confidential, "highly sensitive," or otherwise objectionable content, or delay publication for a limited period in its discretion to allow for preparation and filing of U.S. patent applications. The GRANTEE will consider comments provided by the GRANTOR and work with the GRANTOR in good faith to settle all outstanding issues. In the event the GRANTEE disagrees with the comments provided by the GRANTOR, both parties will endeavor in good faith to resolve any disputes through informal discussion or such other informal means as may be jointly agreed by the parties; however, the GRANTEE may not publish any information that is deemed confidential, "highly sensitive," or which includes patentable results without the GRANTOR's approval.

Reports on Research Projects that are funded under this Agreement shall not be published or posted to the GRANTEE's website Publications page without the approval of the GRANTOR and the FHWA Division Administrator; the FHWA Division Administrator may waive this requirement for prior approval (see 23 CFR 420.117(e)). The GRANTOR and FHWA's approval of reports constitutes acceptance of such reports as evidence of work performed but does not imply endorsement of a report's findings or recommendations.

**Publication of Technology Transfer (T2)**

All Technology Transfer items requested by the GRANTOR through a Work Order shall be prepared by the GRANTEE and submitted to the GRANTOR for review and approval by the GRANTOR prior to release of the item.

Independent Technology Transfer items of GRANTOR research projects developed by the GRANTEE, for use by the GRANTEE as Technology Transfer and not requested by the GRANTOR, shall be submitted to the GRANTOR ten (10) business days prior to release date for review and comment. Upon written notice by GRANTOR that the proposed publication contains GRANTOR confidential or "highly sensitive," information, GRANTEE shall revise the publication to eliminate such disclosures. GRANTEE will consider comments provided by GRANTOR and work with GRANTOR in good faith to endeavor to resolve all outstanding publication issues, prior to proceeding with the publication or public disclosure, but in no event will GRANTEE's ability to publish or publicly disclose its own research results, non-confidential, or non-"highly sensitive" information be denied by GRANTOR.

Any Technology Transfer item specific to a research project deemed either confidential or "highly sensitive" by the GRANTOR as described in the "Research Project Confidentiality" Section above shall have final approval of the GRANTOR regardless of use of the Technology Transfer item. Technical reports developed as deliverables of the research project shall be sent to the GRANTOR for review and comment.

**Expert Testimony**

All requests for the testimony, per 48 CFR §1252.242-71, of the GRANTEE or its employees, and any intention to testify as an expert witness relating to any work required by, and/or performed under, this contract or any information provided by any party to assist the GRANTEE in the performance of this contract shall be immediately reported to the GRANTOR. Neither the GRANTEE nor its employees shall testify on a matter related to work performed or information provided under this contract, either voluntarily or pursuant to a request, in any judicial or administrative proceeding unless approved, in advance, by the GRANTOR or required by a judge in a final court order.

**Test Methods & Specifications**

For test methods or material specifications, which are to be proposed as national standards, the order of submittal shall be first to the American Association of State Highway and Transportation Officials (AASHTO), in cooperation with the GRANTOR. If the test method or specification is not adopted through the AASHTO process, the GRANTEE will be free to submit to the American Society for Testing and Materials (ASTM) or other national standard organizations.



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

**You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.**

### **Section A – Budget Summary** **STATE OF ILLINOIS FUNDS**

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. **Please read all instructions before completing form.**

#### **STATE OF ILLINOIS GRANT FUNDS**

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

#### **BUDGET SUMMARY – STATE OF ILLINOIS FUNDS**

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17.

Line 18: Show the total budget request for each fiscal year for which funding is requested.

***Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items.***

**Section A (continued) Indirect Cost Information:** *(This information should be completed by the applicant's Business Office). If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).*

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".*

**NOTE:** The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

- A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.
- B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs).





**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**Section A – Budget Summary (continued)**

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). **Note:** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".*

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit. **Note:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated.*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). **Note:** *(The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.)*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** *See Notice of State Award for Restricted Rate Programs.*

**Section B – Budget Summary**

**NON-STATE OF ILLINOIS FUNDS**

**NON-STATE OF ILLINOIS FUNDS:** If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of "Non-State Funds" should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

**BUDGET SUMMARY – NON-STATE OF ILLINOIS FUNDS**

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1017 of Section B.

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

**Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items.**



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**Section C – Budget Worksheet & Narrative**

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
  - a. The specific costs or contributions by budget category;
  - b. The source of the costs or contributions; and
  - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

\$200,308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

State Agency: Illinois Department of Transportation

Organization Name: The Board of Trustees of the University of Illinois

Notice of Funding

Opportunity (NOFO) Number: N/A

Data Universal Number System (DUNS) Number (enter numbers only) : 041544081

Catalog of State Financial Assistance (CSFA) Number: 494-00-1575

CSFA Short Description: Highway Research Program

**Section A: State of Illinois Funds**

Fiscal Year: 2018 - 2020

REVENUES		Total Revenue
State of Illinois Grant Requested		\$
<b>Budget Expenditure Categories</b>		<b>Total Expenditures</b>
<b>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</b>		
1. Personnel (Salary and Wages)	200.430	\$ 1,139,044.92
2. Fringe Benefits	200.431	\$ 506,305.47
3. Travel	200.474	\$ 38,610.00
4. Equipment	200.439	\$
5. Supplies	200.94	\$ 24,945.00
6. Contractual Services and Subawards	200.318 & 200.92	\$
7. Consultant (Professional Service)	200.459	\$
8. Construction		\$
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$ 208,000.00
11. Telecommunications		\$
12. Training and Education	200.472	\$
13. Direct Administrative Costs	200.413 (c)	\$ 20,160.00
14. Miscellaneous Costs		\$ 10,935.00
15. A. Grant Exclusive Line Item(s)		\$ 4,280,173.44
15. B. Grant Exclusive Line Item(s)		\$ 4,231,826.13
16. Total Direct Costs (add lines 1-15)	200.413	\$ 10,459,999.96
17. Total Indirect Costs	200.414	\$ 5,229,999.98
Rate %: <u>50</u>		
Base: <u>Modified Total Direct Cost</u>		
18. Total Costs State Grant Funds (Lines 16 and 17)		\$ 15,689,999.94
<b>MUST EQUAL REVENUE TOTALS ABOVE</b>		

Instructions  
found at end of  
document.



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: The Board of Trustees of the University of Illinois

NOFO Number: N/A

**SECTION A - Continued - Indirect Cost Rate Information**

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

- ☐ 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;  
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or  
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

☒ 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

☐ 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

☐ 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

- ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or  
☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: \_\_\_\_\_ %

☐ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

**Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)**

Period Covered by NICRA: From: \_\_\_\_\_ To: \_\_\_\_\_

Approving Federal or State Agency: Illinois Department of Transportation

Indirect Cost Rate: 50.00 %

The Distribution Base Is: Modified Total Direct Cost



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: The Board of Trustees of the University of Illinois

NOFO Number: N/A

**Section B: Non-State of Illinois Funds**

Fiscal Year: 2018 - 2020

<b>REVENUES</b>		<b>Total Revenue</b>
Grantee Match Requirement %:	20 (Agency to Populate)	
b) Cash		\$
c) Non-Cash		\$ 3,600,000.00
d) other Funding and Contributions		\$
Total Non-State Funds (lined b through d)		\$ 3,600,000.00

  

<b>Budget Expenditure Categories</b>	<b>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</b>	<b>Total Expenditures</b>
1. Personnel (Salaries and Wages)	200.430	\$
2. Fringe Benefits	200.431	\$
3. Travel	200.474	\$
4. Equipment	200.439	\$
5. Supplies	200.94	\$
6. Contractual Services and Subawards	200.318 & 200.92	\$
7. Consultant (Professional Services)	200.459	\$
8. Construction		\$
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$
11. Telecommunications		\$
12. Training and Education	200.472	\$
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		2,514,996.00
15. B. Grant Exclusive Line Item(s)		1,085,004.00
16. Total Direct Costs (add lines 1-15)	200.413	\$ 3,600,000.00
17. Total indirect Costs	200.414	\$
Rate %:	0	
Base:	No Indirect Cost on Cost Share	
18. Total Costs State Grant Funds (Lines 16 and 17)		\$ 3,600,000.00
<b>MUST EQUAL REVENUE TOTALS ABOVE</b>		



State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: The Board of Trustees of the University of Illinois	NOFO Number: N/A
Data Universal Number System (DUNS) Number (enter numbers only) : 041544081	Fiscal Year: 2018 - 2020
Catalog of State Financial Assistance (CSFA) Number: 494-00-1575	CSFA Short Description: Highway Research Program

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization Name:	
Comptroller	
Title (Chief Financial Officer or equivalent):	
Walter K. Knorr	
Printed Name (Chief Financial Officer or equivalent):	
Signature (Chief Financial Officer or equivalent):	
Date of Execution (Chief Financial Officer):	
Institution/Organization Name:	
Interim Director, Grants and Contracts	
Title (Executive Director or equivalent):	
Linda A. Gregory	
Printed Name (Executive Director or equivalent):	
Signature (Executive Director or equivalent):	
Date of Execution (Executive Director):	

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**FFATA Data Collection Form (if needed by agency)**

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.  
4-digit extension if applicable:

Sub-recipient DUNS: 041544081 Sub-recipient Parent Company DUNS: N/A

Sub-recipient Name: The Board of Trustees of the University of Illinois

Sub-recipient DBA Name: University of Illinois at Urbana-Champaign

Sub-recipient Street Address: 1901 South First Street, Suite A

City: Champaign State: IL Zip-Code: 61820-7406 Congressional District: 13

Sub-recipient Principal Place of Performance: 506 South Wright Street

City: Champaign State: IL Zip-Code: 61801-3620 Congressional District: 13

Contract Number (if known): Award Amount: \$19,290,000.00 Project Period: From: 07-01-2017 To: 06-30-2020

State of Illinois Awarding Agency and Project Detail Description:

Illinois Department of Transportation is awarding this project for administering the highway research program.

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

**Q1.** In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐ If Yes, must answer Q2 below. No ☒ If No, you are not required to provide data.

**Q2.** Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes ☒ If Yes, must provide the data. Please fill out the rest of this form. No ☐ If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:

GOMBGATU-3002-(R-02-17)





**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**1). Personnel (Salaries and Wages) (2 CFR 200.430)**

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
Imad Al-Qadi	Director	\$337,929.00	Yearly	25 %	3	\$253,446.75	Add Delete
Kristi Anderson	Financial Operations Manager	\$75,342.00	Yearly	90 %	3	\$203,423.40	Add Delete
Lori Heinz	Assistant to the Director	\$57,229.00	Yearly	50 %	3	\$85,843.50	Add Delete
TBD	IT Support	\$72,837.00	Yearly	7 %	3	\$15,295.77	Add Delete
TBD	Invoice Assistant	\$49,300.00	Yearly	3 %	3	\$4,437.00	Add Delete
TBD	Research Engineer	\$83,243.00	Yearly	10 %	3	\$24,972.90	Add Delete
Patty Altstetter	Research Project Coordinator	\$57,874.00	Yearly	100 %	3	\$173,622.00	Add Delete
TBD	Research Project Coordinator	\$57,874.00	Yearly	100 %	3	\$173,622.00	Add Delete
TBD	Tech Communications Specialist	\$58,946.00	Yearly	100 %	3	\$176,838.00	Add Delete
Waad Ayoub	Sr. Communications Coordinator	\$61,208.00	Yearly	15 %	3	\$27,543.60	Add Delete
State Total						\$1,139,044.92	
				%			Add Delete
NON-State Total							
Total Personnel						\$1,139,044.92	



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**1). Personnel (Salaries and Wages) (2 CFR 200.430)**

**Personnel Narrative (State):**

These personnel are responsible for administering the state research program and the average salary is used for the three year period of the project. This includes an annual 4% salary increase for the last two years of the project.

**Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")**



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**2). Fringe Benefits (2 CFR 200.437)**

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
Imad Al-Qadi	Director	\$253,446.75	44.45 %	\$112,657.08	Add Delete
Kristi Anderson	Financial Operations Manager	\$203,423.40	44.45 %	\$90,421.70	Add Delete
Lori Heinz	Assistant to the Director	\$85,843.50	44.45 %	\$38,157.44	Add Delete
TBD	IT Support	\$15,295.77	44.45 %	\$6,798.97	Add Delete
TBD	Invoice Assistant	\$4,437.00	44.45 %	\$1,972.25	Add Delete
TBD	Research Engineer	\$24,972.90	44.45 %	\$11,100.45	Add Delete
Patty Alkstetter	Research Project Coordinator	\$173,622.00	44.45 %	\$77,174.98	Add Delete
TBD	Research Project Coordinator	\$173,622.00	44.45 %	\$77,174.98	Add Delete
TBD	Tech Communications Specialist	\$176,838.00	44.45 %	\$78,604.49	Add Delete
Waad Ayoub	Sr. Communications Coordinator	\$27,543.60	44.45 %	\$12,243.13	Add Delete
State Total				\$506,305.47	
			%		Add Delete
Non-State Total					
Total Fringe Benefits				\$506,305.47	



State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

2). Fringe Benefits (2 CFR 200.431)

Fringe Benefits Narrative (State):

All personnel on this project have the same fringe benefit rate. The rate may adjust annually; however, the current fringe benefit rate is applied for all three years of the project.

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**3). Travel (2 CFR 200.474)**

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
Administrative meetings	Various	\$110.00	Monthly	3	12	\$3,960.00	Add Delete
Research panel meetings	Various	\$110.00	Avg of 3 per yr	3	105	\$34,650.00	Add Delete
State Total						\$38,610.00	
NON-State Total							Add Delete
Total Travel						\$38,610.00	
<b>Travel Narrative (State):</b> Monthly administrative meetings will be attended by the Director, Financial Operations Manager, and other staff as required. These meetings will be conducted at various locations and will occur approximately once per month for the three years of the project. Research Project Coordinators and other staff as required will attend research panel meetings at various locations. Each research panel meets between two and four times annually over the course of the project. An average of 45 projects will be active each year of the project. The number of trips for these meetings is based on an average of three meetings per year for the average number of active projects. For both meeting types, the quantity is three for the three years of the project life. <b>Travel Narrative (Non-State):</b> (i.e. "Match" of "Other Funding")							



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**4). Equipment (2 CFR 200.439)**

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows
				Add
				Delete
		State Total		
				Add
				Delete
		Non-State Total		
		Total Equipment		
Equipment Narrative (State):				
Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")				



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**5). Supplies (2 CFR 200.94)**

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
Materials and supplies for administering program	3	\$2,505.00	\$7,515.00	Add Delete
Materials and supplies for project coordination	3	\$1,198.00	\$3,594.00	Add Delete
Materials and supplies for editorial support	3	\$4,612.00	\$13,836.00	Add Delete
State Total			\$24,945.00	
				Add Delete
Non-State Total				
Total Supplies			\$24,945.00	

Supplies Narrative (State):  
Each area of administering the program has various needs for materials and supplies. Each line is based on an average value of materials and supplies such as copying paper for meeting agendas and draft reports, digital tape recorders for taking meeting minutes, and specialty items necessary for developing technology transfer items.

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**6). Contractual Services (2 CFR 200.318) & Subawards (200.92)**

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

**Please also note the differences between subaward, contract, and contractor (vendor):**

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
		Add Delete
State Total		
		Add Delete
Non-State Total		
Total Contractual Services		
Contractual Services Narrative (State):		
Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")		





**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**7). Consultant Services and Expenses (2 CFR 200.459)**

**Consultant Services (Fees):** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.  
**Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--  
Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row	
						Add Delete	
State Total							
						Add Delete	
NON-State Total							
Total Consultant Services (Fees)							
Consultant Services Narrative (State):							
Consultant Services Narrative (Non-State):							
Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add Delete
State Total							
							Add Delete
NON-State Total							
Total Consultant Expenses							
Consultant Expenses Narrative (State):							
Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**8). Construction**

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
			Add Delete
	State Total		
			Add Delete
	Non-State Total		
	Total Construction		
Construction Narrative (State):			
Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")			



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**9). Occupancy - Rent and Utilities (2 CFR 200.465)**

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Occupancy - Rent and Utilities						
Occupancy - Rent and Utilities Narrative (State):						
Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**10). Research & Development (R&D) (2 CFR 200.87)**

**Definition:** All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
Research Dissemination and Implementation	Communicate and implement research findings	\$208,000.00	Add Delete
	State Total	\$208,000.00	
			Add Delete
	Non-State Total		
	Total Research and Development	\$208,000.00	
<b>Research and Development Narrative (State):</b> Activities conducted in this line item are a variety of methods of sharing findings of research projects with other agencies and academia. These activities include developing webinars, attending conference, and conducting implementation meetings. The annual average cost of these activities for the three year period of this project is \$69,333.			
<b>Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")</b>			



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**11). Telecommunications**

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Telecommunications						
Telecommunications Narrative (State):						
Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**12). Training and Education (2 CFR 200.472)**

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Training and Education						
Training and Education Narrative (State):						
Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**13). Direct Administrative Costs (2 CFR 200.413 (c))**

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
TBD	Engineering IT	\$84,000.00	Yearly	8 %	3	\$20,160.00	Add Delete
State Total						\$20,160.00	
NON-State Total							Add Delete
Total Direct Administrative Costs						\$20,160.00	

Direct Administrative Costs Narrative (State):

These costs are for information technology support of the project. The required level of effort for this activity is approximately one month per year for each of the three years in the project.

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**14). Other or Miscellaneous Costs**

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
Printing Services	9	Reports per yr	\$405.00	3	\$10,935.00	Add Delete
State Total					\$10,935.00	
						Add Delete
						Add Delete
NON-State Total						
Total Other or Miscellaneous Costs					\$10,935.00	
Other or Miscellaneous Costs Narrative (State): These printing services are for printing the final reports of research projects. The number of projects that are completed each year and the required number of printed reports varies. An average of nine projects completed per year was used in this estimate, along with an average cost per printing.						
Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")						





**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**15). GRANT EXCLUSIVE LINE ITEM**

Grant Exclusive Line Item Description:

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
Identified Research Projects	39	Active Projects	\$1,426,724.48	3	\$4,280,173.44	Add Delete
Unidentified Research Projects	1	Research TBD	\$1,410,608.71	3	\$4,231,826.13	Add Delete
				State Total	\$8,511,999.57	
Cost Share for Identified Research Projects	39	Active Projects	\$838,332.00	3	\$2,514,996.00	Add Delete
Cost Share for Unidentified Research Projects	1	Research TBD	\$361,668.00	3	\$1,085,004.00	Add Delete
				NON-State Total	\$3,600,000.00	
				Total Grant Exclusive Line Item	\$12,111,999.57	

Grant Exclusive Line Item Narrative (State):

The identified research projects (active research projects) span different lengths of time over the three year period. The total funding of the active research projects was calculated and an average cost per year applied and multiplied by three for the total line item cost. The unidentified research projects (Research TBD) is the remaining funding available for future research efforts. The total funding available for future research projects was calculated and an average cost per year was multiplied for the total three year period.

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

The university must provide 20% cost share for all federal funding provided to the grant. This cost share is applied to the research projects and split between the identified and unidentified research projects.

Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item
-----------------------------------	----------------------------------



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**16). Indirect Cost (2 CFR 200.414)**

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
Indirect cost of highway research program	10,460,000	\$0.50	\$5,229,999.98	Add Delete
		State Total	\$5,229,999.98	
				Add Delete
		Non-State Total		
		Total Indirect Costs	\$5,229,999.98	
Indirect Costs Narrative (State): The base for these indirect costs are the salaries, fringe, supplies, travel, etc. for administering the research program. The indirect cost rate of 50% was negotiated between the GRANTOR and GRANTEE.				
Indirect Costs Narrative (Non-State):				



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**Budget Narrative Summary--**When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

<b>Budget Category</b>	<b>State</b>	<b>Non-State</b>	<b>Total</b>
1. Personnel	\$1,139,044.92		\$1,139,044.92
2. Fringe Benefits	\$506,305.47		\$506,305.47
3. Travel	\$38,610.00		\$38,610.00
4. Equipment			
5. Supplies	\$24,945.00		\$24,945.00
6. Contractual Services			
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)	\$208,000.00		\$208,000.00
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs	\$20,160.00		\$20,160.00
14. Other or Miscellaneous Costs	\$10,935.00		\$10,935.00
15. GRANT EXCLUSIVE LINE ITEM(S)	\$8,511,999.57	\$3,600,000.00	\$12,111,999.57
16. Indirect Costs	\$5,229,999.98		\$5,229,999.98
	State Request \$15,689,999.94		
	Non-State Amount	\$3,600,000.00	
<b>TOTAL PROJECT COSTS</b>			\$19,289,999.94



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**For State Use Only**

Grantee: The Board of Trustees of the University of Illinois

Data Universal Number System (DUNS) Number (enter numbers only) : 041544081 Notice of Funding Opportunity (NOFO) Number: N/A

Catalog of State Financial Assistance (CSFA) Number: 494-00-1575 CSFA Short Description: Highway Research Program

Fiscal Year(s): 2018 - 2020

Initial Budget Request Amount: \$19,290,000.00

Prior Written Approval for Expense Line Item: LaDonna R. Rowden

Statutory Limits or Restrictions: 2 CFR 200, 23 CFR 420, applicable portions of 49 CFR

Checklist: \_\_\_\_\_

**Final Budget Amount Approved:** \$19,290,000.00

Megan E. Swanson

Program Approval Name

Program Approval Signature

Date

LaDonna R. Rowden

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

**Budget Revision Approved:** \_\_\_\_\_

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

\$200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

# ATTACHMENT A

## COST SHARING AND OUTSOURCING SUMMARY \*\*\*ESTIMATED\*\*\*

Credits	FY2018	FY2019	FY2020	MULTI-YEAR TOTALS
IDOT Share (Federal SPR)	\$5,200,000	\$4,800,000	\$4,400,000	\$14,400,000
Cost Share @ 20% of Total Program	\$1,300,000	\$1,200,000	\$1,100,000	\$3,600,000
<b>Subtotal</b>				
<b>Research Work Program (Includes Cost Share)</b>	<b>\$6,500,000</b>	<b>\$6,000,000</b>	<b>\$5,500,000</b>	<b>\$18,000,000</b>
IDOT Administrative Support – 100% State Funds (No cost share required)	\$430,000	\$430,000	\$430,000	\$1,290,000
<b>Total Research Program (Direct IDOT Support, Federal SPR, and Cost Share)</b>	<b>\$6,930,000</b>	<b>\$6,430,000</b>	<b>\$5,930,000</b>	<b>\$19,290,000</b>
<b>Outsourcing Requirements (20% of Program over \$2.0M annually) FY2018 – FY2020</b>				
Total Program Subject to Outsourcing Requirements	\$6,500,000	\$6,000,000	\$5,500,000	\$18,000,000
Less Outsourcing Exclusion	(\$2,000,000)	(\$2,000,000)	(\$2,000,000)	(\$6,000,000)
<b>Program Subject to 20% Outsourcing</b>	<b>\$4,500,000</b>	<b>\$4,000,000</b>	<b>\$3,500,000</b>	<b>\$12,000,000</b>
<b>Minimum Outsourcing Requirement for FY2018 – FY2020</b>	<b>\$900,000</b>	<b>\$800,000</b>	<b>\$700,000</b>	<b>\$2,400,000</b>

# ATTACHMENT B

## ICT RESEARCH PROJECT BUDGET FY2018 THROUGH FY 2020 \*\*\*ESTIMATED\*\*\*

No.	Research Topics	FY18	FY19	FY20	Multi Year Totals
R27-A	Editorial Support and Technology Transfer	\$155,000	\$160,000	\$165,000	\$480,000
R27-B	RD&T Activity Management – Project Coordination	\$270,000	\$280,000	\$290,000	\$840,000
R27-C	Research Dissemination and Implementation	\$100,000	\$104,000	\$108,000	\$312,000
R27	Transportation Problems – Funds Committed to Existing Research	\$4,576,351	\$2,356,612	\$1,297,505	\$8,230,468
R27	Transportation Problems – Unallocated Funds Available for New Research	\$1,398,649	\$3,099,388	\$3,639,495	\$8,137,532
<b>Subtotals</b>	<b>Federal Research Funding</b>	<b>\$6,500,000</b>	<b>\$6,000,000</b>	<b>\$5,500,000</b>	<b>18,000,000</b>
R60	ICT Program Management – State Funds Only	\$430,000	\$430,000	\$430,000	\$1,290,000
<b>Totals</b>	<b>Total Research Program</b>	<b>\$6,930,000</b>	<b>\$6,430,000</b>	<b>\$5,930,000</b>	<b>\$19,290,000</b>
<b>Funding Sources – FY2018 THROUGH FY2020</b>					
	Funding Source	FY18	FY19	FY20	Multi Year Totals
<b>IDOT Share</b>	IDOT Share of Research Program -Federal SPR Funding	\$5,200,000	\$4,800,000	\$4,400,000	\$14,400,000
<b>Cost Share</b>	Total Core Partner Cost Share	\$1,300,000	\$1,200,000	\$1,100,000	\$3,600,000
<b>Subtotals</b>	<b>Federal Research Funding</b>	<b>\$6,500,000</b>	<b>\$6,000,000</b>	<b>\$5,500,000</b>	<b>\$18,000,000</b>
<b>State Funds Only</b>	Direct IDOT Support - 100% State Funds	\$430,000	\$430,000	\$430,000	\$1,290,000
<b>Totals</b>	<b>Total Research Program</b>	<b>\$6,930,000</b>	<b>\$6,430,000</b>	<b>\$5,930,000</b>	<b>\$19,290,000</b>

**Illinois Grant Accountability and Transparency  
Notice of State Award (1575-2220)**

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Department Of Transportation Department/Organziation Unit: Bureau of Research
State Award ID Number (SAIN)	1575-2220
State Program Description	Federally Funded SPR Part 2 Research Development & Technology Transfer Program governed by 23 CFR 420: <a href="http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr;sid=909cc2c2c5f318534294c428a0ed1699;rgn=div5;view=text;node=23%3A1.0.1.5.10;idn o=23;cc=ecfr">http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr;sid=909cc2c2c5f318534294c428a0ed1699;rgn=div5;view=text;node=23%3A1.0.1.5.10;idn o=23;cc=ecfr</a>
Announcement Type	Initial
Agency (Grantor) Contact Information	Name: Megan Swanson Phone: 217-782-3547 Email: <a href="mailto:megan.swanson@illinois.gov">megan.swanson@illinois.gov</a>

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: Board of Trustees of the University of Illinois (University of Illinois at Urbana-Champaign) Address: Henry Administration Building, 506 S. Wright Street, Urbana, IL 61801 Phone: 217-265-0427 Email: <a href="mailto:alqadi@illinois.edu">alqadi@illinois.edu</a>
Grantee Identification	GATA: 671545    DUNS: 041544081    FEIN: 376000511
Period of Performance	Start Date: 7/1/2017    End Date: 6/30/2020

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
State Funding	494-00-1575	N/A	\$1,290,000.00
Federal Funding	494-00-1575	N/A	\$14,400,000.00
University Match	N/A	N/A	\$3,600,000.00
<b>TOTAL</b>			<b>\$19,290,000.00</b>
(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.			

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: 50.00 Base: MTDC Period:
Research & Development	Yes : Conduct research projects focused on the transportation system.
Cost Sharing or Matching Requirements	Yes : University must provide a minimum 20% match of federal funds.
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)  Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1  Illinois Administrative Code
Grantor-Specific Term(s)	Additional requirements are included for the following areas: Audit, Ethics, Procurement Procedures/Employment of Grantor Personnel, and Dispute Resolution.
Program-Specific Term(s)	Additional requirements are included for the following categories and areas: PROGRAM ADMINISTRATION - Including the areas of: Personnel; Communication; Meetings; Reporting; Non-Performance & Non-Responsiveness of Grantee; Technology Transfer; Technical Work Requirements; Administrative Facilities; Annual Research Program; Information; Technology Resources; Travel; Equipment - General; Equipment - No longer being used on a Research Project or the Federally-funded SPR Program; Equipment Inventory Records; Use of Advanced Transportation Loading System (ATLAS); Control of Property; In-Kind Contributions; and Termination of Program. RESEARCH PROJECT ADMINISTRATION - Including the areas of: General; Reimbursement; Research Project Evaluation and Deliverables; Travel; Termination of Research Project; Ownership of Documents & Title to Work; Copyrightable Material; Patentable Discoveries and Invention Rights; Data Management ; Software; Confidentiality; Research Project Confidentiality; Publication of Research; Publication of Technology Transfer (T2); Expert Testimony; and Test Methods & Specifications.



## SPECIFIC CONDITIONS ASSIGNED TO GRANTEE

## FISCAL AND ADMINISTRATIVE

The nature of the additional requirements

**GATA Conditions:****03 - Financial and Regulatory Reporting (2 CFR 200.327)**

Requires more detailed reporting;

**06 - Audit (2 CFR 200.500)**

Requires desk review of the status of implementation of corrective actions;

**09 - Procurement Standards (2 CFR 200.317 - 326)**

Requires additional prior approvals;

**11 - Fraud, Waste and Abuse**

Requires technical assistance including required training;

**Agency Adjustments / Explanation:**

Grantor may remove, or reduce, a specific condition included in this Exhibit G by providing notice in writing to the Grantee.

The reason why the additional requirements are being imposed

**GATA Conditions:****03 - Financial and Regulatory Reporting (2 CFR 200.327)**

Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

**06 - Audit (2 CFR 200.500)**

Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.

**09 - Procurement Standards (2 CFR 200.317 - 326)**

Medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.

**11 - Fraud, Waste and Abuse**

Medium to high risk increases the likelihood of fraud, waste and abuse occurring and not being identified in the normal course of employees duties, also decreases the likelihood of employees or clients not reporting fraud, waste and abuse.

**Agency Adjustments / Explanation:**

Grantor may remove, or reduce, a specific condition included in this Exhibit G by providing notice in writing to the Grantee.

The nature of the action needed to remove the additional requirement, if applicable

**GATA Conditions:****03 - Financial and Regulatory Reporting (2 CFR 200.327)**

Implementation of new or enhanced system, mitigating controls or a combination of both.

**06 - Audit (2 CFR 200.500)**

Completion of corrective action plan implementation.

**09 - Procurement Standards (2 CFR 200.317 - 326)**

Implementation of corrective action including new or enhanced controls over procurements of activities.

**11 - Fraud, Waste and Abuse**

Corrective action including implementing a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.

**Agency Adjustments / Explanation:**

Grantor may remove, or reduce, a specific condition included in this Exhibit G by providing notice in writing to the Grantee.

The time allowed for completing the actions, if applicable

**GATA Conditions:**

**03 - Financial and Regulatory Reporting (2 CFR 200.327)**

One year.

**06 - Audit (2 CFR 200.500)**

When corrective action is complete.

**09 - Procurement Standards (2 CFR 200.317 - 326)**

One year from the implementation of corrective action.

**11 - Fraud, Waste and Abuse**

One year after implementation of corrective action.

**Agency Adjustments / Explanation:**

None

The method for requesting reconsideration of the additional requirements imposed

**GATA Conditions:**

**03 - Financial and Regulatory Reporting (2 CFR 200.327)**

One year.

**06 - Audit (2 CFR 200.500)**

When corrective action is complete.

**09 - Procurement Standards (2 CFR 200.317 - 326)**

One year from the implementation of corrective action.

**11 - Fraud, Waste and Abuse**

One year after implementation of corrective action.

**Agency Explanation:**

None