



**GRANT AGREEMENT
BETWEEN**

**THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND**

Board of Trustees of the University of Illinois (University of Illinois at Urbana-Champaign)

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency and Board of Trustees of the University of Illinois (University of Illinois at Urbana-Champaign) (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE - The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO - Grantor-Specific Terms

PART THREE - Project-Specific Terms

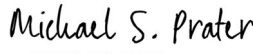
Agreement No. 24-1575-46368


The Parties or their duly authorized representatives hereby execute this Agreement.

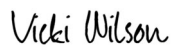
Illinois Department of Transportation

By: 
Signature of Omer Osman, P.E., Title Secretary of IDOT

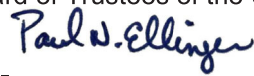
By: _____
Signature of Designee
Date: 6/6/2024 | 1:11 PM CDT
Printed Name: _____
Printed Title: _____


DocuSigned by:
By: 
Signature of Second Grantor Approver, if applicable
Date: 5/28/2024 | 10:34 AM CDT
Printed Name: Michael S. Prater
Printed Title: Acting Chief Counsel
Second Grantor Approver

DocuSigned by:
By: 
Signature of Third Grantor Approver, if applicable
Date: 5/28/2024 | 1:10 PM CDT
Printed Name: Holly Bienneman
Printed Title: Director of OPP
Third Grantor Approver

DocuSigned by:
By: 
Signature of Fourth Grantor Approver, if applicable
Date: 6/6/2024 | 12:45 PM CDT
Printed Name: Vicki Wilson
Printed Title: CFO
Fourth Grantor Approver

Board of Trustees of the University of Illinois (UIUC)

By: 
Signature of Authorized Representative
Date: 05/23/2024
Printed Name: Paul N. Ellinger
Printed Title: Comptroller
Email: spa@Illinois.edu

By: 
Signature of Second Grantee Approver, if applicable
Date: 05/23/2024
Printed Name: Justin Blount
Printed Title: Asst. Dir. - Negotiations & Comptroller Delegate
Email: spa@illinois.edu
Second Grantee Approver
(optional at Grantee's discretion)

PART ONE - THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing 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 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"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 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

“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.

“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), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on 07/01/2024 and expires on 06/30/2030 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) must not exceed or are estimated to be 39,100,000, of which 35,200,000 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):
PAYMENT TERMS:

Total Project Cost: 47,900,000

Federal Funds: \$35,200,000

State Funds: \$3,900,000

Grantee Match Funds: \$8,800,000

The GRANTEE will be compensated for the services set forth in this agreement in an amount not to exceed \$39,100,000 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 \$650,000, \$650,000, \$650,000, \$650,000, \$650,000 and \$650,000 and earmarked for the GRANTEE to use in Fiscal Years 2025, 2026, 2027, 2028, 2029 and 2030, 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 \$390,000, \$410,000, \$420,000, \$440,000 \$460,000, and \$480,000 excluding Cost Sharing) and earmarked for the GRANTEE to use in Fiscal Years 2025, 2026, 2027, 2028, 2029, and 2030, respectively, shall be allocated for RD&T Activity Management – Project Coordination.

Editorial Support and Technology Transfer

Amounts not to exceed \$170,000, \$175,000, \$180,000, \$185,000, \$190,000 and \$195,000 excluding Cost Sharing) and earmarked for the GRANTEE to use in Fiscal Years 20125, 20126, 2027, 2028, 2029 and 2030, respectively, shall be allocated for Editorial Support and Technology Transfer.

Research Dissemination and Implementation

Amounts not to exceed \$100,000, \$104,000, \$108,000, \$112,000, \$116,000, and \$120,000 excluding Cost Sharing) and earmarked for the GRANTEE to use in Fiscal Years 2025, 2026, 2027, 2028, 2029 and 2030, 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 42.97%. 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 &

Agreement No. 24-1575-46368

Administration, amounting to \$8,800,000 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).

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is GSQT(330), the federal awarding agency is Federal Highway Administration (FHWA), the Federal Award date is _____. If applicable, the Assistance Listing Program Title is Highway Planning and Construction and Assistance Listing Number is 20.205. The Catalog of State Financial Assistance (CFSA) Number is 494-00-1575 and the CSFA Name is Highway Research Program. If applicable, the State Award Identification Number (SAIN) is 1575-46368.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and Y8CWNJRCNN91 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 376000511 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. 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.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** 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 must 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 will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph 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.

(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 2012 (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.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or 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 employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **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) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** 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 will 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 if it is a recipient of federal pass-through funds, it is in compliance with government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **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.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders 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.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

- (k) **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.
- (l) **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 must maintain, for a minimum of six (6) years, all protected health information.
- (m) **Criminal Convictions.** Grantee certifies that:
- (i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner 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; and
- (ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, 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 XII of 2 CFR Part 200, and 30 ILCS 708/40.
- (n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.
- (o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).
- (p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply 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: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750-Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).
- (q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

- 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 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 must 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 Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO OR PART THREE**.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will 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.

4.6. 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 Grant 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 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. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs 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.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient)

must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

“By signing this report (or payment request or both), 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 State or federal pass-through 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 AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must 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.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must 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.

6.3. 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. 44 Ill. Admin. Code 7000.370(b)(7).

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 will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

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

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

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

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. 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. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 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 must 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 Grantee's organization.

(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 E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must 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 Award, 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 must 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 Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability 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. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures 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 must 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.

7.6 **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).

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

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature 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. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal 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.

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

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois 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.

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

8.6. 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 will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must 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 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. 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.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must 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, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

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

9.4. 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 will

monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will 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. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.1.1.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: 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 and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if

appropriate. 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.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) 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 report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) 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 \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110,

regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.(i)

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) 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 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(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 Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. 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 allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, 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 200.208. 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 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. 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 Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

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

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must 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 Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) 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 prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for 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 subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must 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).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree 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 must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide 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.

Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35. 1.1.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee 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 Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. 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, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. 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, the cost of which 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 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best

practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. 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 Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must 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]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must 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 must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must 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**.

20.2. 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 must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must 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 must 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 is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed

by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. 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 the other 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 is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. 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 Illinois Executive Order 15-09.

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

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

22.4. 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.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed 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.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are 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.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must 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).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments

hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles 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.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are 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 are deemed original for all purposes.

22.14. 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, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A**PROJECT DESCRIPTION****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

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.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: John Senger
Title: Bureau Chief
Address: 126 E. Ash St., Springfield, IL. 62704

GRANTEE CONTACT

Name: Robin Beach
Title: Director, Pre-Award, Sponsored Program Ad
Address: 1901 South First Street, Suite A
Champaign, IL 61820-7406

GRANTEE PAYMENT ADDRESS
(if different than the address above)

Address: UIUC-Sponsored Program Admin. Post Award
28392 Network Place, Chicago, IL. 60673-1283

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: John Senger
Title: Bureau Chief
Address: 126 E. Ash St., Springfield, IL. 62704
Phone: (217)782-8582
TTY#: n/a
Email Address: John.Senger@illinois.gov

GRANTEE CONTACT

Name: Robin Beach
Title: Director, Pre-Award, Sponsored Progra
Address: 1901 South First Street, Suite A Champ
Phone: 217-333-2187
TTY#: 217-239-6830
Email Address: spa@illinois.edu

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

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 E
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by proving written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Fiscal and Administrative Risks (ICQ)

None Identified

Programmatic Risk Assessment (PRA)

None Identified

PART TWO -GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, 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.**A. Code of Conduct**

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.

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.

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 \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 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. 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.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

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 \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) 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.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

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.

Agreement No. 24-1575-46368

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the 07/01/2024 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 06/30 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit the following other required reports: Please specify
In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

No additional reporting required.

Renewal. This agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

The term of this agreement is six years, from July 1, 2024 through June 30, 2030, with the possibility of one two- year renewal from July 1, 2030 through June 30, 2032. A decision to renew this agreement must be determined by January 1, 2030 and approved by March 31, 2030.

PART THREE -PROJECT-SPECIFIC TERMS

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

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) For all Research Projects requiring a laboratory, the laboratory shall be accredited by the AASHTO Accreditation Program or a comparable laboratory accreditation program approved by FHWA 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 Planning and Programming; 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.

Use of Artificial Intelligence (AI) in Publications

ICT researchers must disclose to the TRP chair(s), through quarterly and final reports, any use of Generative AI and AI-assisted technologies (e.g., ChatGPT) in all ICT project communications, including but not limited to presentations, technical papers, and reports. The researchers, not the AI-assisted technologies, are responsible for the content and accuracy of the ICT-sponsored products. ICT discourages the use of AI technologies for key researcher tasks such as data interpreting or drawing scientific conclusions.

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

State Agency: Illinois Department of Transportation

Organization Name: 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:

CSFA Short Description:

Section A: State of Illinois Funds

Fiscal Year:

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	3,530,837.00
2. Fringe Benefits	200.431	\$	1,637,601.00
3. Travel	200.474	\$	28,869.00
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	56,950.00
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	\$	461,634.00
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	35,410.00
14. Miscellaneous Costs		\$	22,639.00
15. A. Grant Exclusive Line Item(s)		\$	15,102,120
15. B. Grant Exclusive Line Item(s)			8,931,227.00
16. Total Direct Costs (add lines 1-15)	200.413	\$	29,807,287
17. Total Indirect Costs	200.414	\$	9,292,713.00
Rate %: <input type="text" value="42.97"/>			
Base: <input type="text" value="MTDC"/>			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	39,100,000

Instructions found at end of document.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Organization Name: 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 of 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: 07/01/24 To: 06/30/30 Approving Federal or State Agency: Illinois Department of Transportation

Indirect Cost Rate: 42.97 % The Distribution Base Is: Modified Total Direct Cost



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Board of Trustees of the University of Illinois

NOFO Number: N/A

Section B: Non-State of Illinois Funds

Fiscal Year: 2025-2030

REVENUES			Total Revenue
Grantee Match Requirement %:	20	(Agency to Populate)	
b) Cash		\$	
c) Non-Cash		\$	8,800,000.00
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	8,800,000.00

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
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)		\$	4,693,741.00
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	4,693,741.00
17. Total indirect Costs	200.414	\$	4,106,259.00
Rate %:	58.6		
Base:	MTDC		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	8,800,000.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Board of Trustees of the University of Illinois
NOFO Number: N/A
Data Universal Number System (DUNS) Number (enter numbers only) : 041544081 Fiscal Year: 2025-2030
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).

Board of Trustees of the University of Illinois
University of Illinois' Illinois Center for Transportation
Institution/Organization Name:
Comptroller
Assistant Director for Finance and Administration
Title (Chief Financial Officer or equivalent):
Title (Executive Director or equivalent):
Paul N. Ellinger
Kristi M. Anderson
Printed Name (Chief Financial Officer or equivalent):
Printed Name (Executive Director or equivalent):
Paul N. Ellinger
Kristi M. Anderson
Signature (Chief Financial Officer or equivalent):
Signature (Executive Director or equivalent):
05/23/2024
06/06/24
Date of Execution (Chief Financial Officer):
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: Board of Trustees of the University of Illinois

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

Sub-recipient Street Address: 1901 S. First Street, Suite A

City: Champaign

State: IL

Zip-Code: 61820-7406

Congressional District: 13

Sub-recipient Principal Place of Performance: 506 S. Wright St.

City: Urbana

State: IL

Zip-Code: 61801-3620

Congressional District: 13

Contract Number (if known):

Award Amount:

Project Period: From:

Project Period: To:

\$47,900,000.00

07-01-2024

06-30-2030

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 Security 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

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:



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	\$304,310.00	Yearly	25 %	6	\$456,465.00	Add
							Delete
Kristi Anderson	Assistant Director for Finance and Admin	\$105,507.83	Yearly	66 %	6	\$417,811.00	Add
							Delete
Abrielle Zinkl	Research Projects Manager	\$79,719.45	Yearly	48 %	6	\$229,592.00	Add
							Delete
TBD	Program Coordinator	\$62,522.09	Yearly	43 %	6	\$161,307.00	Add
							Delete
TBD	Research Engineer	\$194,051.67	Yearly	50 %	6	\$582,154.99	Add
							Delete
Abrielle Zinkl	Research Projects Manager	\$79,830.45	Yearly	52 %	6	\$249,071.00	Add
							Delete
Brian Lorbiecki	Senior Research Project Coordinator	\$66,840.00	Yearly	100 %	6	\$401,040.00	Add
							Delete
Nick York	Research Project Coordinator	\$62,527.67	Yearly	100 %	6	\$375,166.00	Add
							Delete
TBD	Research Project Coordinator	\$61,954.61	Yearly	47 %	6	\$174,712.00	Add
							Delete
TBD	Senior Technical Communications Direc	\$70,074.82	Yearly	90 %	6	\$378,404.00	Add
							Delete
TBD	Senior Communication Coordinator	\$70,076.00	Yearly	25 %	6	\$105,114.00	Add
							Delete
State Total						\$3,530,837.00	
				%			Add
							Delete
NON-State Total							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
Total Personnel						\$3,530,837.00	
<p>Personnel Narrative (State): These personnel are responsible for administering the state research program and the average salary is used for the six year period of the project. Personnel includes UIUC Principal Investigator salary for Imad Al-Qadi, program administration personnel salaries, project management personnel salaries, and editorial support salaries.</p>							
<p>Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")</p>							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

2). Fringe Benefits (2 CFR 200.431)

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	\$456,465.00	46.38 %	\$211,708.47	Add
					Delete
Kristi Anderson	Assistant Director for Finance and Admin	\$417,811.00	46.38 %	\$193,780.74	Add
					Delete
Abrielle Zinkl	Research Projects Manager	\$229,592.00	46.38 %	\$106,484.77	Add
					Delete
TBD	Program Coordinator	\$161,306.50	46.38 %	\$74,813.95	Add
					Delete
TBD	Research Engineer	\$582,154.41	46.38 %	\$270,003.22	Add
					Delete
Abrielle Zinkl	Research Projects Manager	\$249,070.50	46.38 %	\$115,518.90	Add
					Delete
Brian Lorbiecki	Senior Research Project Coordinator	\$401,040.00	46.38 %	\$186,002.35	Add
					Delete
Nick York	Research Projects Coordinator	\$375,166.00	46.38 %	\$174,001.99	Add
					Delete
TBD	Research Projects Coordinator	\$174,711.50	46.38 %	\$81,031.19	Add
					Delete
TBD	Senior Technical Communications Direc	\$378,404.00	46.38 %	\$175,503.78	Add
					Delete
TBD	Senior Communications Coor	\$105,113.50	46.38 %	\$48,751.64	Add
					Delete
State Total				\$1,637,601.00	
			%		Add
					Delete
Non-State Total					



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

	Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows	
Total Fringe Benefits					\$1,637,601.00		

Fringe Benefits Narrative (State):
 All personnel on this project are budgeted at the current institutional rate of 46.38%. The rate may adjust annually; however, the current fringe benefit rate is applied for all six 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	\$131.44	Monthly	6	12	\$9,464.00	Add Delete
Research Panel Meetings	Various	\$15.40	Avg of 3/year	6	210	\$19,405.00	Add Delete
State Total						\$28,869.00	
							Add Delete
NON-State Total							
Total Travel						\$28,869.00	

Travel Narrative (State):

Domestic travel includes travel to administrative and research panel meetings at various locations. Research panel meetings are required twice yearly for each research project. Research Project Coordinators and other staff as required will attend the research panel meetings.

Travel Narrative (Non-State): (i.e..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	6	\$2,377.00	\$14,262.00	Add Delete
	Materials and Supplies for Administering Program	6	\$1,200.00	\$7,200.00	Add Delete
	Materials and Supplies for Administering Program	6	\$5,914.67	\$35,488.00	Add Delete
	State Total			\$56,950.00	
					Add Delete
	Non-State Total				
	Total Supplies			\$56,950.00	

Supplies Narrative (State):
 Each line is based on an average value of materials and supplies needed to administer the program, provide project coordination, editorial support, and specialty items necessary for developing technology transfer.

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.

	Contractual Services Cost	Add/Delete Rows
Item		Add Delete
State Total		Add Delete
Non-State Total		Add Delete
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	Communication and Implement Research Findings	\$461,634.00	Add Delete
State Total		\$461,634.00	
			Add Delete
Non-State Total			
Total Research and Development		\$461,634.00	

Research and Development Narrative (State):

Activities conducted in this line item are a variety of methods of sharing research dissemination and implementation findings of research projects with other agencies and academia. These activities include developing webinars, attending conferences, and conducting implementation meetings.

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")



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	\$73,770.84	Yearly	8 %	6	\$35,410.00	Add Delete
State Total						\$35,410.00	
				%			Add Delete
NON-State Total							
Total Direct Administrative Costs						\$35,410.00	

Direct Administrative Costs Narrative (State):
 These costs are for information technology support of the research project administration tools. The required level of effort for this activity is approximately one month per year for each of the six 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	18	Reports per yr	\$419.24	3	\$22,639.00	Add Delete
State Total					\$22,639.00	
						Add Delete
NON-State Total						
Total Other or Miscellaneous Costs					\$22,639.00	

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 eighteen 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	\$2,517,020.00	6	\$15,102,120.00	Add Delete
Unidentified Research Projects	1	Research TBD	\$1,488,538.00	6	\$8,931,227.00	Add Delete
State Total					\$24,033,347.00	
Cost Share for Identified Research Projects	39	Active Projects	\$327,777.67	6	\$1,966,666.00	Add Delete
Cost Share for UnIdentified Research Projects	1	Research TBD	\$454,512.67	6	\$2,727,075.00	Add Delete
NON-State Total					\$4,693,741.00	
Total Grant Exclusive Line Item					\$28,727,088.00	

Grant Exclusive Line Item Narrative (State):

Includes funding for research projects to be executed under this agreement. The budget estimates that 70% of research projects will be conducted by University of Illinois institutions and 30% of research projects will be outsourced to subawards.

The identified research projects (active research projects) span different lengths of time over the six year period. The total funding of the active research projects was calculated and an average cost per year applied and multiplied by six 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 and was multiplied for the total six 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. Subcontracts are required to provide 25% cost share on all approved funding.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

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 modified total direct costs	21,626,048	\$0.43	\$9,292,713.00	Add Delete
State Total			\$9,292,713.00	
Indirect cost of modified total direct costs	1,966,671	\$0.59	\$1,152,469.00	Add Delete
Indirect cost on unrecovered F&A	18,898,209	\$0.16	\$2,953,790.00	Add Delete
Non-State Total			\$4,106,259.00	
Total Indirect Costs			\$13,398,972.00	

Indirect Costs Narrative (State):

Facilities and Administration (F&A) costs are calculated at 42.97% modified total direct costs (MTDC) per the IGA rate agreement. MTDC comprises of salaries and wages, fringe benefits, materials and supplies, professional services, travel, and subawards up to \$25,000. Student tuition is excluded from MTDC. The indirect cost rate of 42.97% was negotiated between the GRANTOR and GRANTEE.

Indirect Costs Narrative (Non-State):

Facilities and Administration (F&A) costs are calculated at 58.6% modified total direct costs (MTDC) per the federally negotiated rate agreement. MTDC comprises of salaries and wages, fringe benefits, materials and supplies, professional services, travel, and subawards up to \$25,000. Student tuition is excluded from MTDC. The IGA allows for 42.97% F&A, the difference will be provided as unrecovered F&A.



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.)

Budget Category	State	Non-State	Total
1. Personnel	\$3,530,837.00		\$3,530,837.00
2. Fringe Benefits	\$1,637,601.00		\$1,637,601.00
3. Travel	\$28,869.00		\$28,869.00
4. Equipment			
5. Supplies	\$56,950.00		\$56,950.00
6. Contractual Services			
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)	\$461,634.00		\$461,634.00
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs	\$35,410.00		\$35,410.00
14. Other or Miscellaneous Costs	\$22,639.00		\$22,639.00
15. GRANT EXCLUSIVE LINE ITEM(S)	\$24,033,347.00	\$4,693,741.00	\$28,727,088.00
16. Indirect Costs	\$9,292,713.00	4,106,259.00	\$13,398,972.00
State Request	\$39,100,000.01		
Non-State Amount		\$8,800,000.00	
TOTAL PROJECT COSTS			\$47,900,000.01



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: 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
 Fiscal Year(s): 2025-2030

Initial Budget Request Amount: \$47,900,000.00

Prior Written Approval for Expense Line Item: John Senger

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

Checklist: _____

Final Budget Amount Approved: \$47,900,000.00

John Senger	<small>DocuSigned by:</small> <i>John Senger</i>	<u>5/24/2024 6:05 AM CDT</u>
Program Approval Name	Program Approval Signature	Date
John Senger	<small>DocuSigned by:</small> <i>John Senger</i>	<u>5/24/2024 6:05 AM CDT</u>
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.