

**LIBRARY SERVICES AND TECHNOLOGY ACT
GRANT AGREEMENT**

CONTRACT NO. G-8152

PROGRAM TYPE: LSTA State Library Program
CFDA No. 45.310

SUB-RECIPIENT

Everett Public Library
2702 Hoyt Ave
Everett, WA 98201

GRANTOR

Office of the Secretary of State
Washington State Library
Post Office Box 42460
Olympia, Washington 98504-2460
360.236.5045

CONTRACTING AUTHORITY

Cassie Franklin
Mayor
2702 Hoyt Ave
Everett, WA 98201
cfranklin@everettwa.gov

PROJECT MANAGER

Claire Imamura
Office of the Secretary of State
Washington State Library
PO Box 42460
Olympia , Washington 98504
360.704.5246
claire.imamura@sos.wa.gov

PROJECT MANAGER

Jennifer Patterson
Assistant Director
2702 Hoyt Ave
Everett, WA 98201
425-257-8021
jpatterson@everettwa.gov

This Library Services and Technology Act Grant Agreement (this “**Agreement**”) is made and entered into between the Office of the Secretary of State, Washington State Library Division, (“**OSOS**”), and the Everett Public Library (“**Sub-Recipient**”).

1. RIGHTS AND OBLIGATIONS

Funding for this contract is provided from the Library Services and Technology Act (the “**LSTA**”) originating from the Institute of Museum and Library Services (the “**IMLS**”). All rights and obligations of the parties to this Grant Agreement shall be subject to and governed by the LSTA and its accompanying regulations (45 CFR Part 1183), all other applicable federal, state, and local laws, rules and regulations, and the “General Terms, Conditions, and Assurances for LSTA Grant Agreements,” attached hereto as Exhibit A and incorporated by reference herein.

2. STATEMENT OF WORK

This is a Tabletop Role Playing Games (TTRPG) Mini Grant. Activities to be performed under this Grant Agreement are described in the “Statement of Work,” attached hereto as Exhibit B and incorporated by reference herein. Sub-Recipient shall submit a final report to OSOS, providing a complete summary of the project, and of all grant activities.

3. CONSIDERATION

In consideration for the work conducted as described in Section 2 above, OSOS agrees to reimburse Sub-Recipient an amount not to exceed \$400 as prescribed in the "Washington State Library LSTA Sub-Grant Budget," attached hereto as Exhibit C and incorporated by reference herein.

No costs incurred prior to the effective date of this Grant Agreement shall be provided. Should Sub-Recipient incur costs prior to the effective date of this Grant Agreement, it does so at its own risk.

Sub-Recipient shall spend the budget on books, games, supplies, program facilitation, subscription/digital services, and staff hours at Sub-Recipient's discretion.

4. BILLING PROCEDURES

Sub-Recipient shall provide OSOS with its Federal Tax ID number, Statewide Vendor Number (SWV#), and an Unique Entity Identifier Number. Payment cannot be made without all three numbers on file.

Sub-Recipient shall submit a LSTA Sub-Grant Reimbursement Claim Form with supporting documentation, not more than once a month. Final reports and reimbursement claims shall be submitted by October 31, 2024 for expenses through September 30, 2024.

Sub-Recipient shall submit reimbursement claims to the OSOS Project Manager at the address on page 1 of this Grant Agreement. Payment for approved and completed activity shall be made by warrant or account transfer by OSOS within 30 days of receipt of the reimbursement claim. Sub-Recipient shall reference this Grant Agreement number (G-8152) and Statewide Vendor number on each reimbursement claim in order for the claim to be processed.

5. REPRESENTATIONS AND WARRANTIES OF SUB-RECIPIENT

As of the date hereof, and when read in light of any updates to Exhibits attached hereto, Sub-Recipient represents and warrants to OSOS the following:

A. POWER; CONSENTS; ABSENCE OF CONFLICTS WITH OTHER AGREEMENTS, ETC.

The execution, delivery, and performance of this Grant Agreement by Sub-Recipient and all other agreements referenced herein, or ancillary hereto, to which Sub-Recipient is a party and the consummation of the transactions contemplated herein by Sub-Recipient:

- i. are within its powers, are not in contravention of law, and has been duly authorized by all appropriate action;
- ii. will neither conflict with, nor result in, any breach or contravention of any agreement or understanding to which it is a party or by which it is bound;
- iii. will not violate any statute, law, rule, or regulation of any governmental authority to which it may be subject; and
- iv. will not violate any judgment, decree, writ or injunction of any court or governmental authority to which it may be subject.

B. BINDING AGREEMENT

This Grant Agreement will constitute the valid and legally binding obligations of Sub-Recipient, and are and will be enforceable against Sub-Recipient in accordance with the respective terms hereof Recipient.

6. CONDITIONS PRECEDENT TO OBLIGATION OF OSOS

The obligations of OSOS to complete the transactions contemplated by this Grant Agreement shall be subject to Sub-Recipient to have duly performed each of the following:

A. FISCAL COMPLIANCE CERTIFICATE

Sub-Recipient shall complete, sign, and return to OSOS the Fiscal Compliance Certificate, attached hereto as Exhibit D and incorporated by reference herein.

B. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION

Sub-Recipient shall complete, sign, and return to OSOS the Certificate of Debarment and Suspension, attached hereto as Exhibit E and incorporated by reference herein.

C. CERTIFICATE REGARDING LOBBYING, AND NONDISCRIMINATION

Sub-Recipient shall complete, sign, and return to OSOS the Certificate Regarding Lobbying and Nondiscrimination, attached hereto as Exhibit F and incorporated by reference herein.

D. ADDITIONAL POLICIES AND PROCEDURES

Sub-Recipient shall provide OSOS with copies of each of its policies and procedures set for the below:

- i. CONFLICT OF INTEREST POLICY
- ii. DRUG FREE WORKPLACE POLICY
- iii. INTERNAL CONTROLS TO PREVENT AND DETECT MISMANAGEMENT AND/OR FRAUD
- iv. PURCHASING PROCEDURES

7. GRANT AGREEMENT REPRESENTATIVES

The Project Manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Grant Agreement.

The Project Managers for each party shall be as identified on page 1 of this Grant Agreement.

The OSO Project Manager shall be responsible for overall administration of the OSOS federal grants program including monitoring Sub-Recipient performance, approving Sub-Recipient requests, and accepting reports submitted by the Sub-Recipient.

Upon any changes to the identity or contact information for the Project Managers, the respective party shall notify the other of such change as soon as possible.

8. MONITORING PROJECTS FOR PROGRAM AND FISCAL COMPLIANCE

OSOS staff shall monitor the use of LSTA funds in order to determine:

- if funds allocated for a project are being spent in accordance with this Grant Agreement and other applicable regulations;

**GRANT AGREEMENT
OSOS NO. G-8152**

- that the funded activities are being done to accomplish program objectives and that satisfactory progress is being made according to the this Grant Agreement;
- corrective actions that should be taken to keep the project within the terms of this Grant Agreement if problems are discovered;
- to report on and resolve any issues or significant events which have a material impact on this Grant Agreement; and
- corrective actions that may be required as part of a future audit

9. ACKNOWLEDGEMENT OF OSOS AND IMLS

As a recipient of LSTA funding from OSOS and the IMLS, Sub-Recipient is required to credit OSOS and IMLS in all related publications and activities in conjunction with the use of grant funding, as may be required under the LSTA or the IMLS.

10. PERIOD OF PERFORMANCE

This Grant Agreement will be effective commencing upon the date of execution. All activity, with the exception of administrative closeout of the grant and the completion of the final narrative report and final reimbursement claim, must be completed by September 30, 2024, unless earlier terminated as provided herein. Subscriptions for databases and administrative closeout of the grant and submission of the final narrative report and final reimbursement claim to OSOS shall take place prior to October 31, 2024. All project activities must be completed and all items received by this date. service agreements, and similar activities may only be paid through this date.

11. TRAFFICKING IN PERSONS

To implement the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104 (g)), (Refer to 2 CFR Part 175), under which funding is provided to a private entity through subsequent contract tiers, requires Agency to terminate this Agreement without penalty if the lower tier Contractor (a) Engages in severe forms of trafficking in persons during the period of time the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award. Refer to Exhibit G incorporated by reference and included herein. Any and all contracting tiers created out of this Agreement shall contain Exhibit G.

12. AMENDMENTS

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding or effective unless they are in writing and signed by personnel authorized to bind each of the parties. Notwithstanding the foregoing, any changes to the following provisions in this Grant Agreement require written notification to OSOS (by email or letter) no later than six weeks prior to the end of the period of performance:

- the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval);
- items being considered for purchase that are not currently listed in this Grant Agreement budget;
- extensions to the project period; or
- revisions to Exhibit A of this Grant Agreement.

**GRANT AGREEMENT
OSOS NO. G-8152**

13. ENTIRE GRANT AGREEMENT

This Grant Agreement, including all exhibits included by reference herein contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto. No subsequent modifications or amendments of this Grant Agreement shall be of any force or effect unless in writing, signed by authorized representatives of OSOS and the Sub-Recipient, and made part of this original Grant Agreement.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement.

CITY OF EVERETT

OFFICE OF THE SECRETARY OF STATE

DocuSigned by:
Cassie Franklin 5/24/2024
04EE4EE93E7A440...
Cassie Franklin Date
Mayor

DocuSigned by:
Sara Jones 5/24/2024
B0B2F731B1174BF...
Sara Jones Date
State Librarian

Approved as to Form:

DocuSigned by:
 APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
F0DD63ECFD8341B...
Tim Benedict, Deputy City Attorney

Attest:

DocuSigned by:
Marista Jorve
6297C0B786D741C...
Marista Jorve, City Clerk

EXHIBIT A

**GENERAL TERMS, CONDITIONS, AND ASSURANCES
FOR
LSTA GRANT AGREEMENT**

1. DEFINITIONS

All capitalized terms not herein defined shall have the meaning ascribed to the in that certain Library Services and Technology Act Grant Agreement No. G-8152 (the "**Grant Agreement**").

2. ASSESSED COSTS

If any cost is assessed against OSOS by the United States government as a result of a breach of the Grant Agreement by Sub-Grantee or its subcontractors, Sub-Grantee will be liable to OSOS for such cost.

3. ASSURANCES

All activity pursuant to the Grant Agreement shall be in accordance with all applicable, current or future federal, state, and local laws, rules and regulations.

4. AUDIT

Sub-Grantee shall make its records available for audit, maintain books, records, documents, and other evidence sufficient to permit the preparation of reports required by LSTA and 45 CFR Part 1183 to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. Sub-Grantee shall be responsible for any audit expenses incurred by its own organization or that of its subcontractors.

In the event Sub-Grantee expends \$750,000 or more in federal awards in a fiscal year, it shall have a single or program-specific audit conducted for that year (2 CFR Part 200, Subpart F) and submit to OSOS one copy of the reporting package when the schedule of findings and questioned costs disclose audit findings.

Sub-Grantee shall provide written notification to OSOS that an audit of Sub-Grantee was conducted; that the schedule of findings and questioned costs disclosed no audit findings or if there were findings what they were and how resolved; and, that the summary schedule of prior audit findings did not report on the status of any audit findings. In any such written notification, Sub-Grantee shall identify the time period covered by the audit and include the name, grant number, amount, and CFDA number of the federal award(s) provided by OSOS.

5. CONFLICT OF INTEREST

OSOS has in its sole discretion the option to render the Grant Agreement void if Sub-Grantee, or their agents or representatives, offer gratuities in the form of entertainment or gifts to any officer or employee of OSOS with a view toward securing favorable treatment related to the Grant Agreement.

6. DISPUTES

When a conflict or controversy, a conflict of claims or rights, an assertion of a right, claim or demand on one side met by contrary or allegations upon the other (a "**Dispute**") arises between

EXHIBIT A

OSOS and Sub-Grantee, and it cannot be resolved by direct negotiation, either party may request a Dispute hearing with OSOS, except as otherwise provided in the Grant Agreement or otherwise provided for under the terms in 45 CFR 1183.36(b)(11) or (12), or 45 CFR 1183.43.

- (1) The request for a Dispute hearing must:
 - be in writing;
 - state the Disputed issue(s);
 - state the relative positions of the parties;
 - state Sub-Grantee's name, address, and Agreement number; and
 - be mailed to OSOS and the other party's (respondent's) Project Manager within three business days after the parties agree that they cannot resolve the Dispute.
- (2) The respondent shall send a written answer to the requester's statement to both the agent and the requester within 15 business days.
- (3) OSOS shall review the written statements and reply in writing to both parties within 10 business days. OSOS may extend this period if necessary by notifying the parties.
- (4) The parties agree that this Dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in the Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution method in addition to the procedure outlined above.

7. EQUIPMENT

Written approval from the OSOS Project Manager is needed prior to the purchase of equipment for \$5,000. Request for the purchase of equipment must detail the proposed expenditure and the reasoning behind the purchase.

Sub-Grantee shall maintain property records that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

Sub-Grantee shall also maintain a physical inventory of the property and the results reconciled with the property records at least once every two years.

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:

- (1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
- (2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

8. INDEMNIFICATION

Sub-Grantee shall indemnify, defend, and hold harmless OSOS and all officials, agents and employees of OSOS, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant Agreement. Sub-Grantee's obligation to indemnify, defend,

EXHIBIT A

and hold harmless includes any claim by Sub-Grantee's agents, employees, representatives, or any subcontractor or its employees.

Sub-Grantee agrees to indemnify, defend, and hold harmless OSOS for any claim arising out of or incident to Sub-Grantee's or any subcontractor's performance or failure to perform the Grant Agreement. Sub-Grantee's obligation to indemnify, defend, and hold harmless OSOS shall not be eliminated or reduced by any actual or alleged concurrent negligence of OSOS or its officials, agents, or employees.

Sub-Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless OSOS and its officials, agents or employees.

9. JURISDICTION

The Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and any applicable federal laws. The provisions of the Grant Agreement shall be construed and interpreted in accordance with those laws. The venue of any action brought hereunder shall be in the Superior Court for Thurston County, Washington.

10. PROHIBITION ON LOBBYING

No appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person of influencing or attempting to influence an officer or employee of any (federal) agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

11. NOTICE OF CHANGE IN STATUS

In the event of substantive change in the legal status, organizational structure, or fiscal reporting, Sub-Grantee shall immediately notify OSOS. Sub-Grantee shall also immediately notify OSOS of any revision in the scope of objectives of the project, and complete, sign, and return a new Fiscal Compliance Certificate (Exhibit D).

12. RECORDS RETENTION

Sub-Grantee shall:

- A. retain all financial, statistical, property records, and supporting documentation for a period of six years from the termination date of the Grant Agreement;
- B. retain records for non-expendable property for a period of three years after final disposition of the property; and
- C. retain those records previously mentioned in this section beyond the records retention period if any litigation or audit is begun, or if a claim is instituted involving the Grant Agreement or an agreement covered by the records. In these instances, the records will be retained until the litigation, audit, or claim has been finally resolved.

EXHIBIT A

13. RESOLUTION OF CONFLICTING PROVISIONS

In the event of an inconsistency in the Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and State of Washington statutes and regulations.
- Grant Agreement Special Terms and Conditions as contained in the basic contract instrument
- Exhibit A, General Terms, Conditions, and Assurances
- Exhibit B, Statement of Work
- Exhibit C, Budget
- OSOS Grant Guidelines, incorporated by reference into the Grant Agreement
- Sub-Grantee's Application for LSTA Grant Funding, incorporated by reference into the Grant Agreement.
- Any other provision, term, Exhibit, or material incorporated by reference or otherwise incorporated in the Grant Agreement.

14. RIGHTS IN DATA

Unless otherwise provided, data and other copyrightable materials produced under the Grant Agreement shall be owned by Sub-Grantee. Sub-Grantee hereby grants OSOS and the federal awarding agency a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant, including pre-existing material incorporated into paragraph one of this section; and

(b) Any rights of copyright to which a grantee, subgrantee or a subcontractor purchases ownership with grant support.

Sub-Grantee warrants and represents that Sub-Grantee has all rights and permissions, including intellectual property rights, moral rights of publicity. Sub-Grantee shall immediately notify OSOS of all known or potential invasions of privacy.

15. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of the Grant Agreement and prior to normal completion, OSOS may terminate the Grant Agreement under the "Termination for Convenience" clause, without a 30 calendar day notice requirement, subject to renegotiation under those new funding limitations and conditions. In the event of reduced funding, Sub-Grantee may be subject to a proportional reduction, up to but not exceeding, the percentage of reduction sustained by OSOS.

16. SEVERABILITY

If any provision of the Grant Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Grant Agreement, which can be given effect without the invalid provision. If such remainder conforms to the requirements of applicable law and the fundamental purpose of the Grant Agreement, and to this end, the provisions of the Grant Agreement are declared severable.

EXHIBIT A

17. SUBCONTRACTING

Any subcontractor who is not in the employment of Sub-Grantee and is performing all or part of the activities funded under the Grant Agreement may not enter into subcontracts for any of the work contemplated under the Grant Agreement that is not already identified in the Scope of Work or application without obtaining prior written approval of OSOS.

18. SUBCONTRACTOR COMPLIANCE

In the event Sub-Grantee enters into any subcontract for activities to be performed under the Grant Agreement, Sub-Grantee shall be responsible for subcontractor compliance with every term and condition undertaken by Sub-Grantee and shall ensure that subcontractor spends the funds only for allowable activities.

19. TERMINATION**A. Termination for Convenience**

Either party may terminate the Grant Agreement upon a 30 calendar day written notice to the other party. If the Grant Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of the Grant Agreement prior to the effective date of termination.

B. Termination for Cause

If for any cause, either party does not fulfill its obligation in a timely and proper manner, under the Grant Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 business days. If failure or violation is not corrected, the Grant Agreement may be terminated immediately by written notice of the aggrieved party to the other.

C. Termination Procedure

Upon termination of the Grant Agreement, OSOS, in addition to any other rights provided in the Grant Agreement, may require Sub-Grantee to deliver to OSOS any property specifically produced, furnished, or acquired for the performance of such part of the Grant Agreement that has been terminated.

OSOS shall pay to Sub-Grantee the agreed upon price, if separately stated, for completed work and service(s) accepted by OSOS and the amount agreed upon by Sub-Grantee and OSOS for completed work and service(s) for which no separate price is stated, partially completed work and service(s), other property or services which are accepted by OSOS, and the protection and preservation of property, unless the termination is for default, in which case OSOS shall determine the extent of the liability of OSOS. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Exhibit A. OSOS may withhold from Sub-Grantee any amounts due as OSOS determines to be necessary to protect OSOS against potential loss or liability.

The rights and remedies of OSOS provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by OSOS, Sub-Grantee shall:

EXHIBIT A

- stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
- assign to OSOS in the manner, at the times, and to the extent directed by OSOS, all of the rights, title, and interest of Sub-Grantee under the orders and subcontracts so terminated, in which case OSOS has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of OSOS to the extent OSOS may require, which approval or ratification shall be final for all the purposes of this clause;
- transfer title to OSOS and deliver in the manner, at the times, and to the extent directed by OSOS any property which, if the Grant Agreement had been completed, would have been required to be furnished to OSOS;
- complete performance of such part of the work as shall not have been terminated by OSOS; and
- take such action as may be necessary, or as OSOS may direct, for the protection and preservation of the property related to the Grant Agreement which is in the possession of Sub-Grantee and in which OSOS has or may acquire an interest.

20. USE OF NAME PROHIBITED

Sub-Grantee shall not in any way contract on behalf of or in the name of OSOS.

21. WAIVER

A failure by either party to exercise its rights under the Grant Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under the Grant Agreement, unless stated to be such in writing signed by an authorized representative of the party and attached to the original Grant Agreement.

STATEMENT OF WORK

TABLE TOP ROLE PLAYING GAMES	
Library Everett Public Library 2702 Hoyt Ave, Everett, WA 98201	
Project Abstract The Tabletop Role Playing Games (TTRPG) Mini Grant to implement or augment TTRPG programming	
Task	
Proposal Implementation The Tabletop Role Playing Games (TTRPG) Mini Grants provide up to \$400 for public, tribal, and community college libraries to implement or augment TTRPG programming. Allowable expenses include books, games, supplies, program facilitation, subscription/digital services, and staff hours for additional project-related hours for part-time staff. Libraries must complete at least one program/event/service by 9/30/2024.	Anticipated Completion 9/30/2024
Required Grant Administration	Required Completion Dates Final reports and reimbursement requests must be submitted by 10/31/2024 for the 9/30/2024 completion date.

EXHIBIT C
OSOS NO. G-8152

WASHINGTON STATE LIBRARY LSTA SUB-GRANT BUDGET
EVERETT PUBLIC LIBRARY

Sub-Recipient spend up to \$400 within the categories outlined in the SOWs.

TRAFFICKING IN PERSONS

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2CFR part 376.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).