

SUBGRANT AGREEMENT NO. 09258-000-00-BC-01**BETWEEN****THE URBAN INSTITUTE****AND****BROWARD COUNTY****THROUGH FUNDS PROVIDED BY****JOHN D. AND CATHERINE T. MACARTHUR FOUNDATION**

Subgrant No.: 09258-000-00-BC-01

Urban Project No.: 09258-000-00

Urban Project Title: Safety and Justice Challenge Network Innovation Fund

Total Subgrant Amount: \$50,000

Grantor:

The Urban Institute
Office of Grants, Contracts, Pricing &
Purchasing
2100 M Street, NW
Washington, DC 20037-1207
Attn: Nicole S. Rivera, Subcontracts Manager
Tel: 202-261-5336
E-mail: Nrivera@urban.org

Grantee:

Broward County
Attn: Alan Tiano, Grant Administrator
100 S Andrews Avenue
Fort Lauderdale, FL 33301
Tel: (954) 357-5321
e-mail: atiano@broward.org
DUNS No. 66938358

Awarding Institution: John D. and Catherine T. MacArthur Foundation, Foundation
Grant No. 16-1512-150472-CJ

This Agreement, which shall constitute a subgrant (Subgrant) under the foundation grant no. 16-1512-150472-CJ (Prime Award) with John D. and Catherine T. MacArthur Foundation (Client) is entered into by and between The Urban Institute (Grantor), a non-profit organization organized and existing under the laws of Delaware, having its principal place of business at 2100 M Street, NW, Washington, DC 20037-1207, and Broward County (Grantee), a local government entity having its principal place of business at 115 S. Andrews Avenue, Fort Lauderdale, FL 33301.

PART I - SUBGRANT SCHEDULE

- 1. Purpose:** The purpose of this Subgrant is to fund Grantee's assistance in implementing bold and innovative ideas to reduce over-incarceration in jails and build capacity for future system change. This effort shall be carried out generally as set forth in Appendix A of this Agreement.
- 2. Term.** The term of this Subgrant shall be from January 1, 2017 through March 31, 2018 unless amended by written agreement.
- 3. Subgrant Funding.** The Subgrant is fully funded in the amount of \$50,000. Grantor's obligation to make payments to the Grantee is limited to only those funds obligated by this Subgrant or by modification of this Subgrant. Subject to availability of funds and continued satisfactory progress on the Subgrant as determined by Grantor, Grantor agrees to provide funding in disbursements according to the following schedule:

Disbursement 1: \$50,000 paid upon execution of this Subgrant

Any funds not spent by the end of the Subgrant term and reported as such on the Final Report (outlined in Appendix A) shall be promptly returned to the Grantor within 60 days following the end of the Subgrant term.
- 4. Invoice.** (a) To request a disbursement of funds, the Grantee shall submit an original and two ink-signed copies of a proper invoice to:

The Urban Institute
Attn: Accounting Department
2100 M Street, NW, Suite 500
Washington, DC 20037

Alternatively, Grantor may email invoices as an attached file in Portable Document Format (PDF) to Urban Accounts Payable department at "accountspayable@urban.org"; the subject line should reference the Subgrant Number on the Summary of Subgrant cover page.

(b) A proper invoice shall be numbered sequentially and shall contain the following information:

- 1) Name and address of Grantee;
- 2) Invoice date and installment covered by the invoice;
- 3) Subgrant number and Urban project number;
- 4) Amount to date of billed installments;
- 5) Name, address and telephone number of Subgrant official to whom payment by check should be sent (for ACH credit transfer, please include the following information: financial institution, address, and account number; ACH routing number, and Grantee point of contact);
- 6) Name (where practicable), title, telephone number and mailing address or person to be notified in the event of defective invoice;
- 7) Any other information or documentation required under other requirements of this Subgrant.

5. Terms and Conditions. This Subgrant is subject to the terms and conditions set forth in the Part II, entitled "Subgrant General Terms and Conditions" and to any special terms and conditions in this Subgrant Schedule.

6. Subgrant Administrator. The Grantor's Subgrant Administrator Officer for this Subgrant is Nicole S. Rivera, Subcontracts Manager, Office of Grants, Contracts, Purchasing, and Pricing, telephone (202) 261- 5336, e-mail: Nrivera@urban.org. Said individual is Grantor's duly authorized representative.

7. Subgrant Technical Officer. The Grantor's Technical Officer for this Subgrant is Jesse Jannetta, Senior Research Associate, telephone (202) 261- 5593, e-mail: JJannetta@urban.org.

8. Grantee's Duly Authorized Representative. The Grantee's Duly Authorized Representative for this Subgrant is Bertha Henry, County Administrator. This individual is authorized to request Subgrant funds from the Grantor.

9. Grantee's Contractual Officer. The Grantee's Contractual Officer under this Subgrant is Alan Tiano, Grant Administrator, telephone: (954) 357-5321, e-mail: atiano@broward.org. This individual is authorized to request Subgrant funds from the Grantor.

10. Grantee Technical Officer. The Grantee's Technical Officer under this Subgrant is Darren Sieger, Classification Manager, Broward Sheriff's Office, telephone: (954) 831-6020, e-mail: Darren.Sieger@sheriff.org. All of the correspondence from Grantor involving technical matters shall be addressed to Grantee's Technical Officer. The Grantee agrees to notify the Grantor before changing its Technical Officer.

11. Notices. All notices shall be sent by the most expeditious means available that enables independent verification of receipt including but not limited to facsimile, overnight courier or certified or registered mail to the following addresses:

To	The Urban Institute
Mail Address:	Office of Grants, Contracts, Purchasing & Pricing Attn: Nicole S. Rivera Subcontracts Manager 2100 M Street, NW Washington, DC 20037
E-mail:	Nrivera@urban.org

To	Broward County
Mail Address:	Attn: Alan Tiano, Grant Administrator 100 S Andrews Avenue Fort Lauderdale, FL 33301 (954) 357-5321
E-mail:	atiano@broward.org

Other addresses may be substituted for the above upon the giving of written notice.

Notices shall be delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

12. Non-liability. The Grantor and the Client do not assume any liability for any third party claims for damages arising out of this Subgrant.

13. Applicable Law and Venue. This Subgrant will be governed by, and construed in accordance with, the law of the District of Columbia. Any dispute hereunder shall be adjudicated in the courts of the District of Columbia.

14. Non-Waiver of Rights. If either party fails to require strict performance of any provision of this Subgrant, or waives any breach of any provision, such action will in no way affect either party's rights to later enforce that provisions or otherwise exercise rights with respect to a succeeding breach of the same or any other provision of this Subgrant.

15. Entire Agreement. (a) This Subgrant is the complete and exclusive statement of the agreement between the Grantor and the Grantee, and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. No change or modification of this Subgrant will be enforceable unless in writing and executed with the same formalities as this Subgrant.

(b) Both parties acknowledge that the following documents attached hereto shall be deemed to form an integral part of this Subgrant:

- (1) Part I- The Subgrant Schedule
- (2) Part II- Subgrant General Terms and Conditions
- (3) The following Appendices:

Appendix A:	Program Description
Appendix B:	Subgrant Budget
Appendix C:	Mandatory Prime Award Provisions

IN WITNESS WHEREOF, the Grantee and Grantor, each acting through its duly authorized representatives, have caused this Agreement to be signed on the dates below.

FOR GRANTEE:
Broward County

FOR GRANTOR:
The Urban Institute

(Signature)

(Signature)

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)

Approved as to form and legal sufficiency:
Joni Armstrong Coffey, County Attorney

By Angela Benjamin 9/27/17
Angela F. Benjamin (Date)
Assistant County Attorney

PART II - SUBGRANT GENERAL TERMS AND CONDITIONS

1. Order of Precedence. Any inconsistency or conflict in the terms and conditions specified in this Subgrant shall be resolved according to the following order of precedence:

- (a) The Subgrant Schedule
- (b) These Terms and Conditions
- (c) The Appendices in the following order of precedence:
 - Appendix C – Mandatory Prime Award Provisions
 - Appendix A – Program Description
 - Appendix B – Subgrant Budget

2. Grantee Responsibilities.

(a) Grantee has full responsibility for the conduct of the project or activity supported under this Subgrant and for adherence to the Grantee's proposal, and the terms and conditions specified in this Subgrant. Grantees are encouraged to suggest or propose to discontinue or modify unpromising lines of activity or to explore interesting leads which may appear during the development of the project or activity. However, they must consult the Subgrant Technical Officer before significantly deviating from the objectives or overall program of the project or activity originally proposed.

(b) The Grantee shall immediately notify the Subgrant Technical Officer of developments that have significant impact on the Subgrant-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the Subgrant. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

3. Incorporation of the Prime Award. Grantee assumes toward Grantor some of the obligations and responsibilities that Grantor assumes towards the Client in the Prime Award grant agreement as it relates to the Program. Applicable provisions of the Prime Award grant agreement are incorporated herein by reference in Appendix C (Mandatory Prime Award Provisions).

4. Amendment of Subgrant. The only method by which this Subgrant can be amended is by a written amendment executed under the same formalities as this Subgrant. .

5. Right to Discontinue Funding, Rescind Disbursements, and Require Return of Unspent Funds. The Grantor may, at its sole discretion or as directed by Client, discontinue or suspend funding, rescind disbursements or payments made or demand return of any unspent funds based on any of the following: (a) the written reports or work required herein are not submitted to the Grantor on a timely basis, (b) the reports or work does not comply with the term of this agreement or fail to contain adequate information to allow the Grantor to determine the funds have been used for their intended charitable purpose, (c) Subgrant funds have not been used for their intended charitable purpose or have been used inconsistent with the terms of this agreement, (d) the Grantor is not

satisfied with the progress of the activities funded by the Subgrant, (e) the purposes for which the Subgrant was made cannot be accomplished, or (f) making any payment or disbursement might, in the judgement of the Grantor, expose the Grantor or Client to liability, adverse tax consequences, or constitute a taxable expenditure. The Grantor will provide notice of any determinations made under this paragraph. In the event the Grantor takes action permitted by this paragraph solely based on (d) and (e), and your organization provides documentation that it has incurred obligations consistent with the terms of the Subgrant in good faith reliance on the Subgrant agreement and the approved budget, the Grantor will consider in good faith permitting the Subgrant funds to be used to pay such obligations.

6. Right to Recover Spent Funds. The Grantee will repay the Grantor, upon demand, the amount of any funds spent for purposes inconsistent with or contrary to the Subgrant agreement or the approved budget.

7. Standards for Financial Management. The Grantee shall maintain its financial books and records in accordance with Generally Accepted Accounting Principles (GAAP).

8. Prior Approvals.

(a) The following activities and expenditures require Grantor's prior approval:

(1) Change of Scope or objectives as required by Art. 4 of the Subgrant General Terms and Conditions entitled "Amendment of Subgrant."

(2) Change of Key personnel as required by Art. 14 of the Subgrant General Terms and Conditions entitled "Principal Investigator".

(3) The need for additional funding.

9. Suspension and Termination/Enforcement.

(a) This Subgrant may be terminated, in whole or in part in the following situations:

(1) By Subgrant Administrator, if recipient materially fails to comply with terms and conditions of this Subgrant. Grantee shall immediately cease to incur further costs upon notification by Grantor. The Grantor has the right, in accordance with Articles 5 and 6 above, to rescind disbursements, require the return of unspent funds, and recover spent funds if the Subgrant is terminated under this section.

(2) By Subgrant Administrator with the consent of Grantee, in which case the two parties shall agree upon the termination conditions, including the effective date, the return of any unspent funds, and, in the case of partial termination, the portion to be terminated.

(3) By Subgrant Administrator, if the Client determines that continuation of all or part of the funding for this Subgrant should be suspended or terminated. Grantee shall cease to incur further costs upon notification by Grantor, and the Parties will coordinate regarding the return of any unspent funds.

10. Site Visit. Grantor, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. In any site visit is made by Grantor on the premises of the Grantee or a contractor under the Subgrant, the Grantee shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of Grantor in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

11. Disputes, Claims and Appeals. The Grantor and Grantee shall work together in good faith in an attempt to resolve any dispute arising under this Subgrant.

12. Publications. In addition to the terms and conditions outlined in Appendix C, Sections 6, 7, and Appendix C, Attachment I, the Grantee shall follow the requirements outlined below.

(a) Acknowledgement of Support. The Grantee is responsible for assuring that an acknowledgement of Grantor is made as follows:

“This research is based upon work supported by the Urban Institute through funds provided by the John D. and Catherine T. MacArthur Foundation. We thank them for their support but acknowledge that the findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the Urban Institute and the John D. and Catherine T. MacArthur Foundation.”

The above disclaimer should appear inside the front cover, title page, or on any page preceding the body of the report where other credits and acknowledgements are provided. On a website or similar electronic format, the disclaimer should appear at the beginning of the text.

(b) Copies to Grantor. Grantee is responsible for assuring that four copies of every publication of material based on or developed under this Subgrant, clearly labeled with the Subgrant number and other appropriate identifying information, are sent to the Subgrant Administrator promptly after publication. An electronic file copy should also be sent if available.

13. Rights in Technical Data and Copyright. “Deliverable Work” under this Subgrant means, all written, graphic, audio, visual and any other materials, contributions, and applicable work product, whether on paper, disk, tape, digital file or any other media (that constitutes “output” of the Offender Management Dashboard), but does not include the

Offender Management Dashboard custom-designed by Microsoft, which Grantee shall have exclusive rights in. In accordance with Appendix C, Section 5 and Attachment I, the Deliverable Work shall be jointly owned by the Parties, thus allowing all joint owners to use, reproduce, publish, or otherwise use, and authorize others to use in print or electronic form (in whole or in part, including in connection with derivative works), the Deliverable Work.

In addition, the Client shall have a paid up, non-exclusive, irrevocable, perpetual, worldwide license to reproduce, publish, republish, summarize or otherwise use, and authorize others to use in print or electronic form (in whole, or in part, including in connection with derivative works), including in electronic databases or in any future form not yet discovered or implemented, the Deliverable Work.

14. Principal Investigator. Support for the Subgrant may not continue without the active direction of the Grantee Technical Officer approved for, and identified in, this Subgrant. If the approved Grantee Technical Officer severs his or her connection with the Grantee, or otherwise relinquishes active direction of the project, either permanently or for a significant length of time (three months or more), the Grantee must appoint a replacement with the approval of both the Subgrant Administrator and Subgrant Technical Officer.

15. Assignment/Subagreements. Grantee shall not assign this Subgrant nor any rights or obligations herein, nor subcontract or subgrant any funds under this Subgrant without Grantor's prior written consent.

Grantee shall incorporate the applicable provisions of this Subgrant in any approved lower-tier subagreements.

16. Equal Employment Opportunity. All contracts to be performed in the United States, or to be performed with employees who were recruited in the United States, shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent required by the foregoing.

17. Discrimination Prohibited. Grantee and any authorized lower-tier subgrantees shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Subgrant, with respect to the hire, tenure, term, conditions, or privileges of employment because of his/her race, color, religion, sex, handicap, national origin, ancestry, or status as a veteran. The Grantee and its lower-tier subgrantees, if any, shall also comply with all applicable federal provisions, statutes and regulations relating to nondiscrimination and equal employment opportunity including all relevant sections of the American with Disabilities Act of 1990.

18. Human Research Subjects. The Grantee is responsible for the protection of the rights and welfare of any human subjects involved in research, development and related activities supported by this Subgrant. The Grantee, and any lower-tier subawardees shall also comply with all applicable federal provisions, statutes and regulations relating to the protection and privacy of human subjects, and the law and regulations of individual states, if applicable.

19. Drug Free Requirements. This Subgrant is subject to the requirements of the Drug-Free Workplace Act of 1988.

20. Nonliability. Grantor and Client Institution cannot assume any liability for accidents, illnesses, losses, claims or liability of any kind arising out of any work performed by Grantee supported by this Subgrant or for unauthorized use of patented or copyrighted materials by Grantee. The Grantee is advised to take such steps as may be deemed necessary to insure or protect itself, its employees and its property.

21. Indemnification. Grantee shall defend, indemnify and hold the Grantor, its subsidiaries, affiliates, directors, officers, agents and employees, and each of them, and its funder harmless against any injury, death, suit, claim or other loss ("Loss"), including expenses and actual attorney's fees, arising from or in connection with this Subgrant or the breach thereof, except to the extent that such loss was caused by the negligence and willful misconduct of the Grantor, its subsidiaries, affiliates, directors, officers, agents and employees .

Grantor shall defend, indemnify and hold the Grantee, its subsidiaries, affiliates, directors, officers, agents and employees, and each of them, harmless against any injury, death, suit, claim or other loss ("Loss"), including expenses and actual attorney's fees, arising from or in connection with this Subgrant or the breach thereof, except to the extent that such loss was caused by the negligence and willful misconduct of the Grantee, its subsidiaries, affiliates, directors, officers, agents and employees .

22. Sexual Harassment. Grantee, its employees and agents shall not engage in sexual harassment or make lewd or derogatory comments during the performance of the Services or while on the work site. Failure of the Grantee to take immediate and forceful action on known or apparent instances of sexual harassment shall subject Grantee to penalty up to and including termination of this Subgrant for cause.

III. APPENDICES

APPENDIX A- PROGRAM DESCRIPTION

I. Objective

The Innovation Fund is an opportunity for justice agencies and local communities to implement bold and innovative ideas in order to reduce over-incarceration in jails and build capacity for future system change.

II. Program Description

The intention of the Innovation Fund is to create an opportunity for local jurisdictions to build capacity by providing a package of tailored support including technical assistance, peer learning, and financial support for future system change efforts leading to reduced reliance on local jails.

A. Tasks

The Grantee has been selected to participate as one of these local jurisdictions, and will complete the following tasks:

1: Project Management:

- a. Commit to participate in the Innovation Fund over a 15-month implementation period, from January 2017 to March 2018.
- b. Send a two-person team to participate in two Safety and Justice Challenge (SJC) convenings - Attendees will participate in plenaries, as well as separate working sessions specific to the Fund sites, working with the Grantor's technical assistance (TA) team.
- c. The Grantor will provide a Progress Report template for the Grantee to submit according to the schedule outlined below. The final progress report will include as an attachment a financial accounting of the Grantee's expenditures against the approved Subgrant budget.
 - i. Progress Report #1: July 15, 2017
 - ii. Progress Report #2: October 15, 2017
 - iii. Progress Report #3: January 15, 2018
 - iv. Final Progress: April 15, 2018
- d. Share information with the other Innovation Fund sites, and the field, on innovation efforts and lessons learned from them as they develop
- e. Participate in regular conference calls with the Grantor's TA team.
- f. Commit to ongoing monitoring and evaluation of their innovation efforts, and to adapt and modify their efforts as indicated by evaluation and performance measurement results.
- g. Participate in virtual learning opportunities convened by the Grantor and the SJC network.

2. Implementation

- a. Enhance the Offender Management Dashboard in order to improve the efficiency of criminal case processing. The Sheriff's Office will upgrade its criminal data management system and more effectively target criminal justice resources to increase the pretrial releases and identify other drivers that impact growth of the jail population. Performance measures will include number of jail bookings, the length of stay, case processing time, and others.
- b. To do this, the Grantee will:
 - i. Develop and purchase the enhanced version of the Offender Management Dashboard that was custom-designed by Microsoft for the Broward Sheriff's Office.
 - ii. Extract and merge data between the Broward Sheriff's Office Jail Management System and the Broward County Clerk of Courts Management Information System.
 - iii. Develop customized reports that include data on the arrest, charges, and case processing for members of the Public Safety Coordinating Council, which includes judges, State Attorney's Office, Public Defenders,' Office, Clerk of Courts, Sheriff's Office and other stakeholders in the criminal justice system.

B. Outputs

Output No.	Output	Due Date
1	Progress Report #1	July 15, 2017
2	Progress Report #2	October 15, 2017
3	Progress Report #3	January 15, 2018
4	Final Report	April 15, 2018

APPENDIX B - SUBGRANT BUDGET

Category Name	Requested Amount	County Match	Total Project Cost
Direct Costs			
Professional Services	\$50,000.00	\$197,000.00	\$247,000.00
Microsoft Contractual Services	\$50,000.00		
TOTAL:	\$50,000.00		

APPENDIX C - MANDATORY PRIME AWARD PROVISIONS

I. The following Prime Award Conditions are hereby incorporated in this Subgrant.

Changes in references are as follows:

“Grant” means “Subgrant”

“Foundation” means “John D. and Catherine T. MacArthur Foundation” in Sections 5, 6 and 9, otherwise it means “Grantor.”

All communications and submissions of publications shall be handled via Grantor.

2. **BANK ACCOUNTS:** Grant funds shall be deposited in an interest-bearing account whenever feasible. Any grant funds, and income earned thereon, not expended or committed for the purposes of the grant, will be returned to the Foundation.
3. **USE OF FUNDS:** (A) Under United States law, Foundation grant funds, and income earned thereon, may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the Purpose stated above. It is understood that these grant funds will be used only for such purpose, subject to the terms of this agreement.

B) Your organization confirms that the decision made on the selection of any subgrantee or consultant is completely independent of the Client, and further, that there does not exist an agreement, written or oral, under which the Client has caused or may cause the selection of any secondary grantee or consultant.

(C) **RESTRICTIONS ON USE OF FUNDS:** (1) In connection with the activities to be funded under this grant, your organization acknowledges that it is responsible for complying with all relevant laws and regulations of the countries in which such activities are conducted.

(2) Your organization hereby confirms that Foundation grant funds will not be used to carry on propaganda, to lobby or otherwise attempt to influence legislation or to conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code and the Treasury Regulations thereunder. Your organization further confirms that the primary purpose of undertaking the work described in your organization's proposal is not for use in lobbying. For your information, enclosed is a summary of the types of activities prohibited under Section 4945 of the United States Internal Revenue Code. Further questions regarding impermissible activities should be directed to your organization's tax or legal advisor.

(3) Your organization agrees that Foundation grant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

5.

INTELLECTUAL PROPERTY: (A) In countersigning this agreement, your organization acknowledges that it has read the Foundation's Policy Regarding Intellectual Property Arising Out of Foundation Grants (the "Policy"; Attachment I hereto). Except as may otherwise be provided herein, all copyright interest in materials produced as a result of this grant (the "Grant Work Product") shall be owned by your organization and made available consistent with the terms of the Policy. To effect the widest possible distribution of the Grant Work Product and to ensure that it furthers charitable purposes and benefits the public, your organization hereby grants to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use, display, perform, reproduce, publish, copy, and distribute, for non-commercial purposes, the Grant Work Product and any other work product arising out of or resulting from your organization's use (including digital, electronic or other media) of these funds, including all intellectual property rights appurtenant thereto, and to sublicense to third parties the rights described herein. Without limiting the foregoing, such license includes the right of the Foundation to publish the Grant Work Product on the Foundation's website in connection with the Foundation's work with and support of your organization, and for use in periodic public reports, press releases, and fact sheets about the

Foundation's grantmaking. Your organization further acknowledges and agrees, at the Foundation's request, to execute any additional documents necessary to effect such license.

(B) To the extent that, as part of any arrangement with any subcontractor, subgrantee, or other party working on matters related to this grant and receiving the benefit of the grant funds (a "Third Party"), the intellectual property rights in the Grant Work Product is to be owned by such Third Party, your organization agrees to require that the Foundation be granted a license in such Grant Work Product in a form reasonably acceptable to the Foundation.

(C) Except as stated in Paragraph 5(A) herein, and as you may be otherwise notified by the Foundation, it is the Foundation's policy not to ordinarily use the license granted herein if the Grant Work Product is otherwise made widely available through a means and on terms (including any cost to the public and timeliness of publication) satisfactory to the Foundation. Under the Foundation's Policy, the Foundation will consider also releasing such license at the request of your organization if it is demonstrated to the Foundation's satisfaction that such release is necessary in connection with a publication or distribution plan that will make the Grant Work Product widely available at a reasonable or little cost, such as through scholarly publication, open access journals, or use of a suitable Creative Commons license.

6. **USE OF NAME:** Your organization acknowledges that the name and mark "John D. and Catherine T. MacArthur Foundation" and all variations thereof and any other names and marks comprising the name or mark "MacArthur" (the "MacArthur Name"), are the sole and exclusive property of the Foundation, that any and all uses of the MacArthur Name by your organization shall inure solely to the benefit of the Foundation, and that your organization shall not acquire any right, title or interest in any MacArthur Name. All uses of any MacArthur Name by your organization in any manner shall be subject to inspection by and approval of the Foundation, which approval may be granted or withheld in the sole and absolute discretion of the Foundation. Upon termination of this agreement, or at the request of the Foundation at any time, your organization shall immediately discontinue and forever thereafter desist from any and all use of any MacArthur Name and shall either destroy or deliver to the Foundation, at no charge to the Foundation, stationery, brochures, proposed paid media and other similar materials bearing any MacArthur Name that then are in the possession or control of your organization.

7. **PUBLICATIONS:** Two copies of any publications produced or disseminated wholly or in part with these grant funds will be furnished to the Foundation. Unless otherwise notified by the Foundation, such publications should include a simple acknowledgment of the grant support from the Foundation.
8. **EVALUATING OPERATIONS:** The Foundation may monitor and conduct an evaluation of operations under this grant, which may include a visit from Foundation personnel to observe your organization's program, discuss the program with your organization's personnel, and review financial and other records and materials connected with the activities financed by this grant.
9. **FOUNDATION GRANT REPORTS:** The Foundation may include basic information about this grant through a variety of public channels, including press releases, publications, videos, social media, and the Foundation's website. If there are special considerations concerning the public announcement of this grant at your organization, if you plan to issue a public announcement of the grant, or if you would like to coordinate a public announcement of the grant with the Foundation's announcement, contact the Subgrant Technical Officer.

ATTACHMENT I to Appendix C

Policy Regarding Intellectual Property Arising Out of Foundation Grants

Introduction

Foundation grants often result in tangible products, such as reports, papers, research, software, data sets, curriculum, books, film or television documentaries, or radio programs ("Grant Work Product"). This Policy articulates the principles guiding the Foundation's approach to the ownership and use of Grant Work Product. It addresses specifically the ownership, use, copyright to, distribution and licensing of the Grant Work Product arising from project grants by balancing the interests of the Foundation with the interests of the grantee and other interested parties.

Recipients of general operating support grants are expected to have policies in place reasonably consistent with the underlying philosophy and principles reflected in this Policy.

The Foundation is cognizant that fast-evolving technological advances are impacting the manner and method by which knowledge in whatever form can be protected and distributed and the Foundation will evaluate this policy in light of this understanding. The attached glossary defines certain underscored terms used in this Policy. A Guidance Memorandum that provides further detail on the Foundation's approach to specific issues accompanies this policy and will be revised from time to time as appropriate.

Policy

The Foundation's policy is to ensure that use of the Grant Work Product furthers charitable purposes and benefits the public. To that end, the Foundation seeks prompt and broad dissemination or availability of the Grant Work Product at minimal cost to the public or, when justified, at a reasonable price. Distribution at a reasonable price may be justified when integral to the business plan and sustainability of a charitable organization or when the Foundation is satisfied that net revenues derived from the distribution will be used for charitable purposes.

- Grant Work Product should, whenever feasible, be licensed under a Creative Commons license appropriate for the circumstances or other similar scheme that provides for wide distribution or access to the public.
- Software created with grant funds should be ordinarily licensed under an open source license.
- The Foundation also expects openness in research and freedom of access to research results and, when feasible, to the underlying data by persons with a serious interest in the research. This means that grant-funded impact studies should generally be registered in a field-appropriate registry, preferably before data are collected or at least before statistical analyses are performed.

The Foundation recognizes there may be circumstances where limited or delayed dissemination of Grant Work Product, delayed or non-registration of impact studies, or limited or delayed access to data may be appropriate to protect legitimate interests of the grantee, other funders, principal investigators or participants in research studies. Such circumstances will be evaluated on a case-by-case basis.

We will apply these same general principles to our contract-funded evaluation work and make the relevant information available under our Policy on Information Sharing.

Ownership of intellectual property rights (including copyright and patent rights) should not be used to limit or deny access to the Grant Work Product, to result in exclusive use of such Grant Work Product, or to create revenue that is not used substantially for charitable purposes. Copyright to or patent rights in the Grant Work Product will ordinarily remain with the grantee, but the Foundation will be granted a no-cost assignable license to use or publish the Grant Work Product consistent with this Policy. The Foundation may forego or limit the requirement of a license if the Foundation is reasonably satisfied that other appropriate arrangements will be implemented that will assure the goals of this Policy.

In all instances, the Foundation will agree to suitable terms at the time a grant is made based on the facts to ensure the objectives of the Policy are met while respecting appropriate interests of others.

10/20/2016 10:10:10 AM

This Policy was initially adopted September 18, 2008. It was last revised on September 10, 2015 and applies to grants awarded after that date.

Glossary

Creative Commons License: A license that allows creators of intellectual property to retain copyright while allowing others to copy, distribute, and make some uses of their work — at least non-commercially. <http://creativecommons.org/licenses/>

Data: All materials created during the research process including raw data and metadata required to replicate and assess the trustworthiness of reported findings in their entirety.

Impact Study: A study that investigates how an intervention affects outcomes based on a model of cause and effect. It requires a credible counterfactual (typically, a control group or a comparison group) of what those outcomes would have been in the absence of the intervention. An impact study must control for factors other than the intervention that might account for the observed change.

Open Source License: A license that allows software or other products to be used, modified, and shared under defined terms and conditions.

Registry: An access point for collaborators, other scholars, students, and the interested public that provides links to data sets, survey instruments, impact studies, and experimental protocols. The purpose is to enhance the transparency and quality of research/evaluations studies funded by foundations.

Research: The general field of disciplined investigation, covering the humanities, the sciences, jurisprudence, evaluation and so on.

Source: Evaluation Thesaurus. Michael Scriven.

ATTACHMENT II TO APPENDIX C

2/1/99

ATTEMPTS TO INFLUENCE LEGISLATION BY MacARTHUR FOUNDATION GRANTEES

Under United States law, MacArthur Foundation grant monies may not be used to pay for attempts to influence legislation, unless they qualify under certain specific exceptions. (These laws do not affect how grantees may spend money received from other sources.) This paper will generally describe what activities are regarded as attempts to influence legislation and some of the exceptions available. Also, attached is a chart describing some permissible and prohibited public policy activities.

Lobbying

Attempts to influence legislation, commonly known as lobbying, may be of two types, direct or indirect:

Direct Lobbying

Direct lobbying refers to certain communications directly with government personnel who are involved in the legislative process. They may be legislators or employees of legislative bodies, or other government personnel who participate in the formulation of the legislation concerned.

A communication with these government personnel will be lobbying only if it both refers to specific legislation and indicates a view on that legislation.

Indirect Lobbying

Indirect (or "grass roots") lobbying refers to communications with members of the general public. Certain "public relations" or educational activities may constitute indirect lobbying, and others will not. Indirect lobbying communications include only communications that (1) refer to specific legislation, (2) indicate a view on the legislation, and (3) encourage the recipient of the communication to take action with respect to the legislation.

Specific Legislation

"Specific legislation" includes both legislation that has already been introduced in a legislative body and a specific legislative proposal.

Legislation

Legislation refers only to action by a legislative body -- such as a congress, senate, chamber of deputies, house of representatives, state legislature, local council or municipal chamber of representatives -- or by the public in a referendum or similar

procedure. Legislation of the United States or any other country or of any local government is included.

Legislation also includes proposed treaties required to be submitted by the President of the United States to the Senate for its advice and consent from the time the President's representative begins to negotiate its position with the prospective parties to the proposed treaties.

Action by an executive or by a judicial or administrative body does not constitute legislation, so attempts to influence such action do not constitute lobbying.

Encouraging Recipient to Take Action

A communication may encourage the recipient to take action with respect to legislation, and therefore meet the third test for indirect lobbying, in any one of the following four ways:

1. It may state that the recipient should contact a legislator (or other government official or employee who may be involved in the legislation).
2. It may state the address, telephone number, or similar information of a legislator or an employee of a legislative body.
3. It may provide a petition, tear-off postcard, or similar materials for the recipient to send to a legislator or other government official or employee.
4. It may specifically identify one or more legislators who will vote as:
 - a. opposing the communication's view with respect to the legislation,
 - b. undecided about the legislation,
 - c. the recipient's legislative representative, or
 - d. a member of the legislative committee that will consider the legislation.

Exceptions

There are a few specific exceptions from prohibited lobbying. The most important of these for MacArthur Foundation grantees are the exception for examinations and discussions of broad social, economic, and similar problems and the exception for nonpartisan analysis, study, or research.

A communication regarding broad social, economic, and similar problems will not constitute lobbying, even if the problems discussed are of a type with

which government would be expected to deal eventually. Accordingly, it is permissible to speak to legislators or the general public about problems that the legislature should address. These communications may not, however, discuss the merits of a specific legislative proposal or directly encourage recipients to take action with respect to the legislation.

Nonpartisan analysis, study, or research means an independent or objective exposition of a particular subject matter. It may advocate a particular position or viewpoint, so long as there is a full and fair discussion of the pertinent facts, which is sufficient to enable an individual to form an independent opinion or conclusion.

The results of nonpartisan analysis, study, or research may indicate a view on specific legislation, and they may be communicated to a legislator or government official or employee involved in the legislative process. They may not, however, be communicated to members of the general public with a direct encouragement to the recipient to take action with respect to the legislation.

A grantee may not use the nonpartisan analysis, study, or research exception, such as by omitting the direct encouragement to take action, and then later use the

communication for lobbying purposes. If it does, and if the grantee's primary purpose in preparing the original communication was for use in lobbying, the amounts spent to prepare the original communication will be treated as funds used for lobbying.

Related Issues

The use of any MacArthur Foundation grant monies to participate in any political campaign on behalf of or in opposition to any candidate for public office is also prohibited by United States law. This applies to elections both inside and outside the United States.

Also, no MacArthur Foundation grant monies may be used to make any payments that would be illegal under local law, such as to offer money to a public official to perform an official action or to omit or to delay an official action.

Questions

If you have any questions regarding the rules discussed in this memorandum, or if you would like further information please contact the Office of the General Counsel, at the John D. and Catherine T. MacArthur Foundation, 140 South Dearborn Street, Chicago, Illinois 60603-5285, U.S.A.; telephone (312) 726-8000.

PERMISSIBLE AND PROHIBITED ACTIVITIES***Some Permissible Public Policy Activities***

1. Meetings with or letters to government officials, including legislators, about a problem needing a legislative solution, so long as there is either no reference to specific legislation or no view expressed on specific legislation.
2. Communications with members of the general public about a social problem, so long as there is either no reference to specific legislation, no position taken on the legislation or no encouragement of the public to contact legislators or other government personnel concerning the legislation.
3. Meetings with or letters to government personnel other than legislators or their staff (such as mayors, governors or their staff) about specific legislation if the personnel contacted are not participating in formulating the legislation.
4. Efforts to influence regulations or other actions of an executive, judicial or administrative body.
5. Public interest lawsuits.
6. Communications directly to legislators or their staff regarding legislation that might affect the communicating organization's existence, powers and duties, or its exemption from taxes.
7. Responding to written requests from a legislative body or committee (but not one legislator) for technical advice or assistance on particular legislation.
8. Communicating the results of nonpartisan analysis, study or research on a legislative issue, so long as there is no direct encouragement of members of the general public to contact legislators or other government personnel concerning the legislation.

Some Prohibited Public Policy Activities

1. A letter to or meeting with a legislator encouraging the legislator to vote either for or against specific legislation or to submit a specific legislative proposal to the legislature.
2. An advertisement or pamphlet encouraging people to contact their legislators and to urge them to vote for or against specific legislation.
3. A public meeting where individuals are asked to sign a petition urging legislators to vote for or against specific legislation.
4. Publishing articles and producing radio and television broadcasts urging recipients to become involved in a political campaign on behalf of or in opposition to a candidate.
5. Preparing a fact sheet for a legislative committee describing one view of proposed legislation important to an organization's objectives, when such fact sheet has not been requested in writing by the committee.