



WFO and Grant Documents

- U.S Department of Energy Work For Others Agreement with Non-Federal Sponsors, WFO FRA-2010-0002, with transmittal letter to DOE
- Illinois Department of Commerce and Economic Opportunity Grant No. 10-203828
- Illinois Department of Commerce and Economic Opportunity Grant No. 10-203829
- State Welcome Package Grant No. 10-203828 (Reports Deliverable Schedule)
- State Welcome Package Grant No. 10-203829(Reports Deliverable Schedule)
- Illinois Historic Preservation Agency sign-off
- Illinois Department of Natural Resources sign-off



Bruce L. Chrisman
Chief Operating Officer

630.840.2359 (phone)
630.840.8752 (fax)
chrisman@fnal.gov

August 13, 2010

Mr. Mark Bollinger
Acting Area Manager
Fermi Site Office
U.S. Department of Energy
P.O. Box 2000
Batavia, IL 60510-0500

Dear Mr. Bollinger:

SUBJECT: Work for Others (WFO) Proposal -- WFO FRA-2010-0002 -- State of Illinois,
Department of Commerce and Economic Opportunity (DCEO)

Enclosed is a WFO agreement between Fermi Research Alliance, LLC (FRA) and State of Illinois,
DCEO for work to be done at Fermilab.

Please disregard our letter of June 23, 2010. After negotiation with DCEO, it appears that we have
all the signed WFO documents we need and the document contained herein has all of the clauses
approved by Department of Energy for this WFO.

Should you have any questions about the nature of these activities, please contact me. If there are
any questions of an administrative or legal nature, please call Ms. Mary Jo Lyke (8976) or Mr. Gary
Leonard (x2719), respectively.

Sincerely,

Bruce L. Chrisman
Chief Operations Officer

BLC:po

Cc: P. Oddone
C. Conger
R Kephart
S. Holmes
M. J. Lyke
R. Ortgeisen
N. Grossman
G. Leonard

U.S. DEPARTMENT OF ENERGY
WORK FOR OTHERS AGREEMENT WITH NON-FEDERAL SPONSORS

Work for Others Agreement No. WFO FRA-2010-0002

Between

Fermi Research Alliance, LLC

Operating Under Prime Contract No. DE-AC02-76CH11359

for the

U.S. Department of Energy (DOE)

and

State of Illinois, Department of Commerce and Economic Opportunity

for

Illinois Accelerator Research Center
(Illinois Grants 10-203828 and 10-203829)

The obligations of the above-identified DOE Contractor shall apply to any successor in interest to said Contractor continuing the operation of the DOE facility involved in this Work for Others Agreement.



Grant Management Program 01

Grant No. 10-203828

for the

Fermi Research Alliance, LLC

Illinois Department of Commerce and Economic Opportunity
620 E. Adams St.
Springfield, IL 62701

**STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

Notice of Grant Award No. 10-203828

This Grant Agreement (hereinafter referred to as the "Agreement") is entered into between the Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as the "Department" or "DCEO") and **Fermi Research Alliance, LLC** (hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a Grant in an amount not to exceed **\$17,000,000.00** to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of **06/01/2010** through the ending date of **05/31/2012**, unless otherwise established within Part II Scope of Work. The Grantee hereby agrees to use the Grant Funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Parts:

- I. Budget**
- II. Scope of Work**
- III Grant Fund Control Requirements**
- IV. Terms and Conditions**
- V. General Provisions**
- VI. Certifications**

This grant is state funded.

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

Name: Fermi Research Alliance, LLC

Taxpayer Identification Number:
SSN/FEIN: 571239010

- Legal Status:
- Individual (01)
 - Sole Proprietor (02)
 - Partnership/Legal Corporation (03)
 - Corporation (04)
 - Not For Profit Corporation (04)
 - Medical Corporation (06)
 - Governmental (08)
 - Estate or Trust (10)
 - Pharmacy-Noncorporate (11)
 - Nonresident Alien (13)
 - Pharmacy/Funeral Home/Cemetery Corp (15)
 - Tax Exempt (16)
 - Limited Liability Company (select applicable tax classification)
 - C - Corporation
 - P - Partnership

GRANTEE:
 Fermi Research Alliance, LLC

Grantee's execution of this Agreement shall serve as its attestation that Grantee has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Grantee shall be bound by the same. Grantee acknowledges that the individual executing this Agreement is authorized to act on the Grantee's behalf. Grantee further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification/attestation.

By: *[Signature]* COO Date 6/23/10
 (Authorized Signator)

Signature authorization on file

[Signature] Pier Odoano, President
 Name and Title

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: *[Signature]* By *[Signature]*
 Warren Ribley, Director Anita D. Patel
 Chief Financial Officer Date 6/23/10

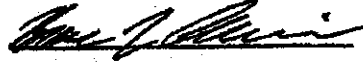
Grantee Address: PO Box 500 Batavia, IL 60510-5011
 Please indicate any address changes below

In processing this grant and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to the Department, the Authorized Signatory must either send written notice to the Department indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, the Department will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below. If an Authorized Designee(s) appears below, please verify the information and indicate any changes as necessary.

The following are designated as Authorized Designee(s) for the Grantee:

Authorized Designee: Robert Kephart
Authorized Designee Title: Associate Director
Authorized Designee Phone: 630-840-3135

Authorized Signatory Approval:



Authorized Designee: Mary Jo Lyke
Authorized Designee Title: Manager of Grants & Contracts
Authorized Designee Phone: 630-840-8976

Authorized Signatory Approval:



Authorized Designee:
Authorized Designee Title:
Authorized Designee Phone:

Authorized Signatory Approval:

PART I

BUDGET

Cost Category Description	Cost Cat	DCEO Budget Amount	Variance %	Variance Limit
WIRING/ELECTRICAL	1215	1,868,750.00	10.00	0.00
EQUIPMENT/MATERIAL/LABOR	1217	6,177,050.00	10.00	0.00
PAVING/CONCRETE/MASONRY	1219	1,437,500.00	10.00	0.00
CONSTRUCTION MGMT & OVERSIGHT	1221	1,402,050.00	10.00	0.00
MECHANICAL SYSTEMS	1223	3,018,750.00	10.00	0.00
EXCAVATION/SITE PREP/DEMO	1225	143,594.00	10.00	0.00
PLUMBING	1229	431,250.00	10.00	0.00
OTHER CONSTRUCTION EXPENSES	1233	821,056.00	10.00	0.00
CONTINGENCY	1235	1,700,000.00	10.00	0.00
Total		\$17,000,000.00		

BUDGET LINE ITEM DEFINITIONS

The definitions listed below will help to identify allowable costs for each of the budgeted lines in this Agreement. Any costs not specifically named below should be verified to be allowable by the DCEO grant manager prior to incurring the cost.

- WIRING/ELECTRICAL** purchase of materials necessary for completion of the project scope such as: electrical wiring; conduit; outlets; switches; etc. including associated labor/installation costs, as identified within the Part II Scope of Work.
- EQUIPMENT/MATERIAL/LABOR** purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel; drywall; lumber; wiring; doors; windows; roofing; rock; etc. including labor/installation costs, as identified within Part II Scope of Work.
- PAVING/CONCRETE/MASONRY** purchase of materials necessary for completion of the project scope such as bituminous pavement; concrete; rock; bricks; blocks; mortar; tuckpointing; etc. including associated labor/installation costs, as identified within the Part II Scope of Work.
- CONSTRUCTION MGMT & OVERSIGHT** costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or Grantee personnel, but limited to verifiable time working on this project.
- MECHANICAL SYSTEMS** purchase of materials necessary for completion of the project scope such as: HVAC; elevators; fire alarm, sprinkler, or ventilation systems; etc. including associated labor/installation costs, as identified within the Part II Scope of Work.
- EXCAVATION/SITE PREP/DEMO** costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities.

PLUMBING	purchase of materials necessary for completion of the project scope such as: internal or external pipes for water, gas, and/or sewage; fixtures; etc. including associated labor/installation costs, as identified within the Part II Scope of Work.
OTHER CONSTRUCTION EXPENSES	costs that can't be easily broken out to or covered by other individual/specific Budgetary line items such as: landscaping; hauling; equipment rental; insurance; environmental fees; loan payments; etc. as identified within the Part II Scope of Work.
CONTINGENCY	coverage of potential cost overruns in any of the other utilized Grant Budget line items.

Pass-Through Entity or Subgrantor Responsibilities. If Grantee provides any portion of this funding to another entity through a grant agreement or contract, Grantee is considered to be a pass-through entity or subgrantor. Per Section 5.10(M) of the Agreement, Grantee must obtain written approval before it provides any portion of this funding to another entity through a grant agreement or contract. If the Department provides written approval, the Grantee must adhere to the following for any awards or contracts entered into using the Grant Funds listed above:

- (1) Ensure that all subgrant or contractual awards of Grant Funds are made in conformance with the terms of this Agreement specifically including, but not limited to, Sections 3.4 and 3.6 of this Agreement; and
- (2) Ensure subgrantees are aware of the terms and conditions of this grant and abide by them.

PART II

SCOPE OF WORK

In consideration for the Grant Funds to be provided by the Department, the Grantee agrees to perform the Project described in Part II (Scope of Work) hereof, in accordance with the provisions of Part I (Budget) hereof.

Section 1. Public Benefit

The Grantee is the operator of, and does business as, Fermi National Accelerator Laboratory (Fermilab) which is a national laboratory funded by the U.S. Department of Energy's (DOE) Office of Science to conduct basic research into particle physics. Fermilab's experiments in high energy physics and related disciplines advance the understanding of the fundamental nature of matter and energy. From 1967 to 2006, Universities Research Association, Inc. (URA) was the prime contractor to DOE for the creation and operation of Fermilab. URA is a consortium of approximately 90 leading research oriented universities primarily in the United States, with members also in Canada, Japan, and Italy. Effective January 1, 2007 URA joined with the University of Chicago to form the Grantee entity, which now holds the contract with DOE for the management and operation of Fermilab. All of the land within the Grantee's facility is owned by DOE, and is available to the Fermilab via the Grantee's Prime Contract with DOE.

The Grantee will be constructing an Illinois Accelerator Research Center (IARC) within the 6,800 acre Fermilab facility near Batavia, Illinois, on the boundary of Kane and DuPage counties. The IARC will provide a focal point for accelerator research, education, and industrialization, while initiating, promoting, and supporting related industry in Illinois. The IARC will increase the probability that new scientific frontier accelerators such as a new intense proton source (Project X), the International Linear Collider (ILC), or a Muon Collider (MC) could be sited at Fermilab. In partnership with industry and local university accelerator programs, the IARC will make critical contributions to the technological and economic health of Illinois and will provide unique educational opportunities for a new generation of Illinois engineers and scientists.

The Grant-funded portion of the IARC will cover a portion of the costs for approximately 30,000 square feet of technical, office, and classroom space in the "industrial" area of the Fermilab campus. The new Grant-funded building will provide offices and technical space for both Fermilab and Argonne National Laboratory staff, as well as for industrial partners working at Fermilab. The IARC's chosen location will provide its occupants with excellent access to the engineers and designers in the Fermilab Technical Division specializing in accelerator technology development. This project will be dramatically enhanced by the reuse (via other funding sources) of an existing large heavy assembly building sited adjacent to the new construction. The two buildings will collectively make up the physical plant of the IARC.

The IARC will develop world-leading educational programs in key aspects of accelerator physics and engineering and will attract top scientists from across the globe as faculty at nearby universities. These top scientists will perform world class research and educate and mentor Illinois students. The IARC positions Illinois to become a global center for the development of accelerator physics and engineering, medical accelerators, beam diagnostics and instrumentation, superconducting and high-power radiofrequency technology, next-generation synchrotron light sources, and isotope generation. With a strong focus on industrialization of these technologies, the IARC will attract high-tech companies and will train Illinois citizens in advanced technologies.

Grant funds will be used to cover a portion of the total construction costs for the new IARC facility, as follows:

Wiring/Electrical – to include costs for electrical service/distribution, lighting and branch wiring, communication and security, and uninterruptible power supply, in addition to associated labor.

Equipment/Material/Labor – to include the costs of floor and roof construction, exterior walls (partial), exterior windows and doors, roofing, interior partitions and doors, and miscellaneous building "fit-up", in addition to associated labor.

Paving/Concrete/Masonry – to include costs for the substructure and the exterior walls (partial), in addition to associated labor.

Construction Management/Oversight – to include the costs of a private architectural/engineering firm to provide construction management and oversight to monitor the day-to-day progress and performance of the construction contractor, including product and shop drawing reviews, change order documentation, technical document interpretation and clarification, and periodic site inspections to verify contractor conformance with design intent.

Mechanical System – to include costs for the heating, cooling, and sustainability systems and equipment, in addition to associated labor.

Excavation/Site Prep/Demolition – to include the costs of excavation, site preparation, and site demolition, in addition to associated labor.

Plumbing – to include costs for plumbing fixtures, domestic water distribution, rain water discharge, fire suppression system, and stand pipes, in addition to associated labor.

Other Construction Expenses – to include the costs of elevators, miscellaneous and incidental interior fittings, and metal pan steel stairs, in addition to associated labor.

Contingency – for coverage of potential cost overruns in any of the other utilized Grant Budget line items.

This Grant-funded project will benefit the public by providing the opportunity for Illinois to become a world leader in accelerator technology. The technology of particle accelerators powers a host of applications for society, such as: cancer therapy (medicine); materials processing (industry); subcritical reactors (energy); waste water treatment (environment); cargo inspection (national security); etc. The IARC will be utilized as incubator space for emerging accelerator technologies, providing a central point for cutting-edge accelerator research and industrialization.

Section 2. Grant Tasks

- 2.1 The Grantee shall use Grant funds as detailed in Part I, BUDGET. Expenditure of Grant funds will comply with applicable bond guidelines.
- 2.2 The Grantee shall utilize property acquired, constructed or improved with funds provided under this Agreement solely to provide the programs and services specified in Section 1, above, for at least the term of the Grant Agreement. Any sale, transfer, assignment or other conveyance of property acquired, constructed or improved shall provide that the property must continue to be used to accomplish or facilitate the public purpose described in Section 1, above.
- 2.3 The Grantee agrees to comply with the following:
 - (a) The Grantee shall utilize grant funds in accordance with Part I (Budget) to complete the activities/performance described in Section 1, above. The Grantee shall provide any additional funds, or secure commitments therefore, which are necessary to complete the specified activities/performance during the grant term set forth in the Notice of Grant Award.
 - (b) The Grantee shall execute all agreements necessary to complete the activities/performance described in Section 1, above, including, but not limited to, purchase/sales contracts for real and/or personal property, leases, easements, loans, financing agreements, grant agreements, operating agreements, etc., during the grant term specified in the Notice of Grant Award.
 - (c) The Grantee shall obtain all authorization necessary to complete the activities/performance described in Section 1, above, including, but not limited to, municipal ordinances, permits, variances, other approvals, etc., during the grant term specified in the Notice of Grant Award.
 - (d) The Grantee shall notify the Departmental grant manager in writing no later than 10 days after it becomes aware of any events/circumstances that will result in substantial delays or may substantially impair the Grantee's ability to complete the activities/performance described in Section 1, above, during the grant term specified in the Notice of Grant Award.

(e) The Grantee shall provide to the Department additional information relative to its compliance with the provisions set forth in subsections (a) through (d), above, pursuant to Part III, Section 3.2C, "Additional Information."

(f) In addition to the requirements of Part III, Section 3.7, the Grantee shall maintain in its file, and make available to the Department upon request therefore, copies of documentation, correspondence, agreements, etc., evidencing compliance with the requirements of subsections (a) through (d), above.

2.4 Any equipment purchased with Grant funds provided hereunder shall only be used for the purposes set forth above for the term of the grant.

2.5 The Grantee agrees and affirms that its programs are available to any person interested in participating, regardless of that person's financial situation, religious affiliation (or lack thereof), ethnicity, or national origin.

2.6 The Grantee shall continue to provide the programs and services specified in Section 1 and 2, above, for the term of the Grant Agreement. The Grantee acknowledges that it shall not utilize Grant funds to perform or further the performance of sectarian activities.

**PART III
GRANT FUND CONTROL REQUIREMENTS**

3.1 AUDITS

- A. Standard Audit The Grantee is required to obtain a Standard Audit and provide the Department with a copy of the audit report, the management letter, and the SAS 114 letter within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to DCEO annually for the life of the grant.
- B. Single Audit If the Grantee is required to have a Single Audit performed in accordance with OMB Circular A-133, the Grantee is required to submit copies of the audit report, the data collection form, the management letter and the SAS 114 letter, as provided for in the Single Audit Act and OMB Circular A-133, to the Department within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. If no Single Audit is required, the Grantee is to provide DCEO with an annual letter stating a Single Audit was not required.
- C. Audit Requirements for State Grants Audited by the Illinois Office of the Auditor General (OAG) Grantees required by the Illinois OAG to obtain a financial audit, compliance examination, performance audit will be notified by OAG. The Grantee shall provide the Department with a copy of any financial audit, compliance examination, Single Audit or performance audit along with the accompanying management letter, letter of immaterial findings and the SAS 114 letter within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit or examination was performed. The Audit Report is required to be provided to DCEO any year an audit is performed over the life of the grant.
- D. Discretionary Audit The Department may, at any time, and at its discretion, request a Grant-Specific Audit or other audit, Management Letter and SAS 114 Letter to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- E. Audit Performance All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards.
- F. Audit Submission The Grantee shall electronically send all audit reports and related deliverables to the Department at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Department electronically, the information shall be sent to the Department at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
620 East Adams Street
Springfield, IL 62701

3.2 REPORTING REQUIREMENTS

In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

**PART III
GRANT FUND CONTROL REQUIREMENTS**

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- C. Audit Requirements for State Grants Audited by the Illinois Office of the Auditor General (OAG) Grantees required by the Illinois OAG to obtain a financial audit, compliance examination, performance audit will be notified by OAG. The Grantee shall provide the Department with a copy of any financial audit, compliance examination, Single Audit or performance audit along with the accompanying management letter, letter of immaterial findings and the SAS 114 letter within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit or examination was performed. The Audit Report is required to be provided to DCEO any year an audit is performed over the life of the grant.
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Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
620 East Adams Street
Springfield, IL 62701

3.2 REPORTING REQUIREMENTS

In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

- A. Expenditures and Project Activity Prior to Grant Execution If the Agreement is executed more than thirty (30) days after the beginning date of the grant term provided in the Notice of Grant Award, the Grantee must submit a Financial Status Report and a Project Status Report, in a format provided by the Department, accounting for expenditures and project activity incurred from the beginning of the grant term up to the end of the month preceding the date of the Department's execution. If these Reports are required, the Department will not disburse any Grant Funds until the report is submitted to and approved by the Department.
- B. Final Financial Status Report The Final Financial Status Report described in Section 5.3 hereof is due within 45 days following the end date stated in the Notice of Grant Award. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. Grantee must submit the report in the format provided by the Department. This report must summarize expenditure of the Grant Funds and activities completed during the grant term. The Grantee's failure to comply with the Close-out requirements set forth herein and in Section 5.3 will be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all Grant Funds disbursed to the Grantee. Grantee's failure to comply with this Section shall be considered prima facie evidence of default, and may be admitted as such, without further proof, into evidence before the Department or in any other legal proceeding.
- C. Additional Information Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the Project, including, but not limited to, materials sufficient to document information provided by the Grantee.
- D. Submittal of Reports Submittal of all reports and documentation required under this Agreement should be submitted to the individual as directed by the Department.
- E. Failure to Submit Reports In the event Grantee fails to timely submit any reports required under this Agreement, the Department may withhold or suspend the distribution of Grant Funds until said reports are filed and approved by the Department.

3.3 WELCOME PACKAGE

Upon execution of this Grant Agreement, the Grantee will receive a Welcome Package detailing reporting requirements and procedures relating to the Grant. The Grantee is obligated to comply with those requirements and any revisions thereto in accordance with Section 3.2(B) of this Grant Agreement.

3.4 FISCAL RECORDING REQUIREMENTS

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this grant program. The Grantee is accountable for all Grant Funds received under this Grant, including those expended for subgrantees. The Grantee shall maintain effective control and accountability over all Grant Funds, equipment, property, and other assets under the grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of Grant Funds to a level of expenditure adequate to insure that Grant Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

3.5 DUE DILIGENCE IN EXPENDITURE OF FUNDS

Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.

3.6 MONITORING

The grant will be monitored for compliance in accordance with the terms and conditions of the Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Department promulgates or implements. The Grantee must permit any agent authorized by the Department, upon presentation of credentials, in accordance by all methods available by law, including full access to and the right to examine any document, papers and records either in hard copy or electronic, of the Grantee involving transactions relating to this grant.

3.7 RECORDS RETENTION

The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following the Department's final written approval of all required close-outs, unless the Department notifies the Grantee prior to the expiration of the four years that a longer period is required, adequate books, records, and supporting documents, including digital and electronic data, to verify the amount, recipients and uses of all disbursements of Grant Funds passing in conjunction with this Agreement. ~~This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, the Illinois Attorney General, or any of their duly authorized representative(s), and the Grantee agrees to fully cooperate with any audit performed by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Agreement shall establish a presumption in favor of the Department for the recovery of any Grant Funds paid by the Department under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement or expenditure.~~

If any of the services to be performed under this Agreement are subcontracted and/or if subgrants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and subgrants, a provision that the Department, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for a period of four (4) years following the Department's final approval of all required close-outs (financial and/or programmatic), and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.

~~"This Agreement and all books, records and supporting documents related to this grant shall be available for inspection by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, or any of their duly authorized representatives. The Grantee agrees to cooperate fully with any audit conducted by the Auditor General in relation to any audit conducted concerning of the Department's records related to this grant."~~

PART III – APPENDIX A
SPECIAL GRANT CONDITIONS

3.1 LIABILITY. The parties agree to insert the following provision in lieu of Part V, Section 5.6, Indemnification, herof. It is understood and agreed that neither party to this Grant Agreement shall be liable to the other party for any negligent acts either of commission or omission unless such liability is imposed by law.

3.2 PERFORMANCE. In addition to complying with the provisions of this Grant, the Grantee shall perform the work on a best effort cost reimbursable basis in accordance with the requirements of Prime Contract No. DE-AC02-07CH11359, as amended, with the U.S. Department of Energy, to the extent such performance does not conflict with Part II Scope of Work herein.

3.3 FEDERAL REQUIREMENTS. The parties hereby acknowledge the Grantee's contractual obligation under its Prime Contract with the U.S. Government to comply with federal statutes and regulations regarding drug free workplace, and non-discrimination requirements for any work performed under this Grant by Fermi National Accelerator Laboratory.

3.4 RIGHTS IN TECHNICAL DATA. The terms of the Rights in technical Data article of the Prime Contract No. DE-AC02-07CH11359 between Fermi Research Alliance, LLC, Operator of Fermi National Accelerator Laboratory a/k/a Fermi National Accelerator Laboratory and the United States Department of Energy for operation of Fermi National Accelerator Laboratory shall apply to work performed under this Grant. Further, the Federal Government, Fermi National Accelerator Laboratory and the Illinois Department of Commerce and Economic Opportunity shall all have unlimited rights to all technical data first produced in the performance of the work under this Grant. Unlimited rights means right to use, duplicate or disclose technical data, in whole or in part, in any manner and for any purpose whatsoever, and permit others to do so.

3.5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. The Illinois Department of Commerce and Economic Opportunity shall report to the Department of Energy and the Fermi Research Alliance, LLC, operator of Fermi National Accelerator Laboratory a/k/a Fermi National Accelerator Laboratory, when requested by either, all evidence and information in the possession of the Illinois Department of commerce and Economic Opportunity shall perform no work under the Grant.

3.6 PATENT RIGHTS. Any invention or discovery that the Fermi Research Alliance, LLC, operator of Fermi National Accelerator Laboratory a/k/a Fermi National Accelerator Laboratory's employees may make or conceive during their assignment of the work under this Grant, will be governed by the provisions of the Fermi Research Alliance, LLC, operator of Fermi National Accelerator Laboratory a/k/a Fermi National Accelerator Laboratory's Prime contract with the U.S. Department of Energy, provided however, in any event, the State shall retain a nonexclusive, non-transferable, revocable, royalty-free license under said invention, discovery, application, or patent.

3.7 AUDIT REQUIREMENTS. In lieu of Part III, Section 3.1, Audits, the parties recognize Fermi Research Alliance, LLC, operator of Fermi National Accelerator Laboratory a/k/a Fermi National Accelerator Laboratory, is a U.S. Government-owned facility, and as such, the cognizant audit group is the U.S. Department of Energy's Inspector General Office. Upon request DOE will conduct a project specific review of the program project and submit a copy of the review, but in no event later than nine (9) months following the end of the period for which the review was performed. The Grantee shall send the review to DCEO at the following address:

Illinois Department of Commerce and Economic Opportunity
Division of Audits
620 East Adams Street
Springfield, IL 62701

**PART IV
TERMS AND CONDITIONS**

4.1 AUTHORITY; PURPOSE; REPRESENTATIONS AND WARRANTIES

- A. Authority The Department is authorized to make this grant pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly, and/or To use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

- B. Purpose; Representations and Warranties The sole purpose of this grant is to fund the Grantee's performance of the Project, described in Part II hereof, during the term of this grant. The Grantee represents and warrants that the grant proposal/application submitted by the Grantee is in all material respects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain and maintain all permits, licenses or other governmental approvals necessary to perform the Project described in Part II.

4.2 PROJECT SCHEDULE; EXTENSIONS

- A. Project Schedule The Grantee must complete the Scope of Work within the grant term. The Department may require the submission of deliverables. Deliverables must be provided as directed by the Department. For purposes of this Agreement, the Grant Period Begin Date shall be the Project Commencement Date and the Grant Period End Date shall be the Project Completion Date unless these dates are clearly identified as distinctly different in the Part II Scope of Work.

- B. Extensions Extensions of the grant term will be granted only for good cause. Grantees requiring an extension of the grant term should submit a written request to the Program Manager prior to the grant expiration date stating the reason for the extension. All extensions must comply with requirements of Section 5.7.

Grantee's failure to adhere to the schedule set forth in Part II may be grounds for suspension or termination of this Agreement pursuant to Section 5.5 herein. Further, failure by the Grantee to comply with the terms and conditions outlined in Part II, or with any additional terms and conditions within the Agreement, may result in the Grantee being deemed ineligible by the Department for future funding.

4.3 PAYMENT AND EXPENDITURE OF GRANT FUNDS

- A. Expenditure of Funds; Right to Refund Payment of the grant amount specified in the Notice of Grant Award shall be made to the Grantee as specified herein. Grant Funds provided under this Agreement must be expended only to perform the tasks set forth in the Scope of Work attached as Part II of this Agreement. In addition to reasons set forth in other sections of this Agreement, the Department will require a refund from Grantee if (i) the total grant expenditures are less than the amount vouchered to the Grantee from the Department pursuant to the Notice of Grant Award; or (ii) Grant Funds have not been expended or legally obligated within the grant term in accordance with Parts I and Part II hereof. If the Department requires a refund under either of the above circumstances, the Grant Funds must be returned to the Department within forty-five (45) days of the end of the grant term or the otherwise effective Grant Agreement termination date.

- B. Payment Provisions; Prior Incurred Costs

Full Advance

A single payment of the entire grant amount (100%) shall be initiated to the Grantee upon execution and acceptance of the Grant Agreement by the Illinois Office of the Comptroller.

Prior Incurred Costs

Reimbursement of costs incurred prior to the beginning date as specified in the Notice of Grant Award will be allowed only if specifically provided for in the Part II, Scope of Work, as approved by the Department. If not clearly indentified in Part II, Scope of Work, any costs incurred prior to this Agreement will be disallowed.

4.4 GRANT SPECIFIC TERMS/CONDITIONS

A. Projects Requiring External Sign-offs

- (1) Pursuant to applicable statute(s), this grant requires sign-off by the following State agency(ies). The status of the sign-off is indicated as of the date the grant is sent to the Grantee for execution:

AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
<u> X </u> Illinois Historic Preservation Agency	<u> X </u>	<u> </u>
<u> </u> Illinois Dept. of Agriculture	<u> </u>	<u> </u>
<u> X </u> Illinois Dept. of Natural Resources	<u> </u>	<u> X </u>
<u> </u> NONE APPLICABLE		

While any external sign-off is outstanding, the provisions of Item 3) immediately below apply with respect to the disbursement of funds under this grant.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency, the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 et seq.

(3) **External Sign-Off Provisions :**

- a) The Project described in Part II and funded under this Grant Agreement, is subject to review by the external agency(ies) indicated in Item 1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Department shall be incorporated into this Agreement as follows: (i) as an attachment to this Agreement (immediately following this Part IV) at the time of grant execution; or (ii) if received from the applicable agency(ies) subsequent to execution, as an addendum to this Agreement.** The Grantee is contractually obligated to comply with such requirements.
- b) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Department's obligation

to disburse funds under this Grant Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the Project have been satisfied. Upon receipt of said notification, disbursement of the grant funds shall be authorized in accordance with the provisions of Section 4.3B hereof.

- e) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE DEPARTMENT OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

- B. If external sign-offs are indicated in this Section 4.4 disbursement of grant funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this Section 4.4. Upon receipt of all required sign-offs, the Department's Accounting Division will be notified to disburse grant funds in accordance with the disbursement method indicated herein.

4.5 DEPOSIT OF GRANT FUNDS

Grant Funds paid in advance of realized costs must be kept in an interest bearing account and maintained therein until used in accordance with the terms and conditions of this Agreement. ~~The Department may waive this requirement upon a written request from the Grantee; however written Departmental approval must be received before any Grant Funds are kept in a non-interest bearing account. Grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum on any of the Grant Funds kept in a non-interest bearing account without prior Departmental written approval.~~

Any interest earned on these Grant Funds must be accounted for as provided in Section 4.6 of this Agreement. ~~Exceptions to Section 4.5 are not permissible without prior written approval by the Department.~~

~~Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion.~~

4.6 RETURN OF INTEREST ON GRANT FUNDS

~~This Agreement does not allow for the retention of interest by the Grantee. Any interest earned on Grant Funds provided under this Agreement must be accounted for in the Final Financial Status Report described in Section 5.3 herein, and returned as interest to the Department in accordance with the directions provided by the Department.~~

4.7 INTENTIONALLY LEFT BLANK

4.8 SUPPORT

Grantee, through its agents, employees and contractors, will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the Project, unless the Agreement specifically sets forth items of support to be provided by the Department.

4.9 OWNERSHIP, USE AND MAINTENANCE OF PERSONAL PROPERTY

- A. Ownership Subject to the provisions of this Section 4.9, and the remedies available to the Department as set forth in Section 4.11 below, equipment and material authorized to be purchased with Grant

Funds becomes the property of the Grantee. Grantee will maintain an inventory or property control record for all equipment and material purchased with Grant Funds.

B. Use: Maintenance; Insurance During the Grant term, the Grantee must:

(1) use equipment and materials acquired with Grant Funds only for the approved Project purposes set forth in Part II; and (2) provide sufficient maintenance on the equipment and materials to permit achievement of the approved Project purposes and maintain, at its own expense, insurance coverage on all equipment and material purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses.

C. Prohibition Against Disposition/Encumbrance The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment or material during the grant term without prior written approval of the Department.

4.10 PUBLIC INFORMATION REQUIREMENTS

For the duration of the Agreement, the Grantee will prominently acknowledge the participation of the Department in the Project in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the Project. The Grantee must provide the Department with copies of any proposed press releases, publications and promotional materials not less than ten (10) days before these materials are disseminated. * Grantee will submit copies of any press releases, publications and promotional materials to the Department's Project Manager.

The Grantee will provide adequate advance notice pursuant to Section 4.12 of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events. Any materials or displays to be distributed in connection with the promotional event must be submitted to the Department in advance of publication or dissemination and must prominently acknowledge the Department's participation in the Project.

4.11 DEPARTMENT REMEDIES

In addition to any remedies found elsewhere in this Agreement or at law, the Department may elect any of the following remedies in the event this Agreement is terminated pursuant to Section 5.5 herein. Grantee must comply with the Department's direction within 45 days following written notice or demand from the Department.

- A. The Department may direct the Grantee to refund all grant moneys disbursed to it under this Agreement;
- B. The Department may direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses;
- C. The Department may direct the Grantee to transfer ownership of equipment or material purchased with Grant Funds provided under this Agreement to the Department or its designee.

4.12 NOTICES

Notices and other communications provided for herein shall be given in writing by first class mail, by registered, or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the respective party at the address set forth on the signature page hereto, or

to such other authorized designees as the parties may designate in writing from time to time. Grantee is responsible for providing the Department with correct address and contact information for itself and its designees. Any notice to the Grantee shall be deemed to have been provided if sent to the address or contact information on the signature page or to the address of an authorized designee. Notice to the Department is deemed to have been provided at the time it is actually received.

4.13 COMPLAINT PROCESS

In the event of a Grantee complaint, the Department's Administrative Hearing Rules shall govern and said rules can be found at Title 56 Illinois Administrative Code, Section 2605.

4.14 GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, ET SEQ.)

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within 45 days following said expiration or termination. ~~Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within 45 days following the expiration or termination of this Agreement.~~

4.15 GRANT PROJECT MANAGEMENT

All necessary and ordinary communications, submittals, approvals, requests and notices related to the Project shall be submitted to:

David E. Parr
Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL 62701-1509

**PART V
GENERAL PROVISIONS**

5.1 GRANTEE REPRESENTATIONS AND WARRANTIES; GRANTEE GENERAL COVENANTS

A. Grantee Representations and Warranties In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to the Department:

- (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the transactions contemplated by this Agreement;
- (2) That its employees, agents and officials are competent to perform as required under this Agreement;
- (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
- (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;
- (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (6) That no member of any governing body or any officer, agent or employee of the State, is employed by the Grantee or has a financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted applicable statute, regulation or ordinance;
- (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (8) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (a) Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency;
 - (b) Have not within a three-year period preceding this Agreement been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; and
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction.

(9) That this Agreement has been duly executed and delivered on behalf of the Grantee and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that enforcement of any such terms may be limited by

(a) Applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or

(b) Judicial public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce; and performance required under this Agreement; and

(10) Grantee certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify the Department of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Department is authorized to declare Grantee in default of this Agreement and suspend or terminate the Agreement pursuant to Section 5.5.

B. General Covenants In connection with the execution and delivery of this Agreement, the Grantee makes the following covenants to the Department, which are in addition to any specific covenants contained in this Agreement:

(1) That it will use Grant Funds only for the purposes set forth in the Budget and Scope of Work, Parts I and II, respectively, of this Agreement;

(2) That all warranties and representations made by the Grantee in this Agreement shall be true, accurate and complete for the term of the Agreement;

(3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to the Grantee;

(4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by the Grantee, voluntary or involuntary, the Department may decline to make any further payment, which may otherwise be required under this Agreement;

(5) That it shall immediately notify the Department of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform any or all of its obligations under this Agreement; and

(6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

5.2 APPROPRIATION; NONAPPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED FUNDING SOURCES/REVENUES

A. Appropriation The Grantee is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

- B. Non-appropriation/Insufficient Appropriation Payments pursuant to this Agreement are subject to the availability of applicable federal and/or state funding from the Department and their appropriation and authorized expenditures under State law. The Department shall use its best efforts to secure sufficient appropriations to fund this Agreement. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department, at its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 5.5(A)(1) hereof. Any grant is void by operation of law if the Department fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.
- C. Reduced Funding Sources/Revenues The Department reserves the right to reduce the amount to be paid to Grantee under this Agreement if the Department determines that it is in the best interest of the State of Illinois to reduce its obligation under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:
- (1) Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or
 - (2) Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Department will notify the Grantee as soon as possible. If the Department and Grantee are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating. If the Department and Grantee are unable to agree on the reduced compensation and reduced scope of services, the Department shall terminate the Grant in accordance with the provisions of Section 5.5(A)(2) herein.

5.3 GRANT CLOSE-OUT

- A. Final Financial Status Report In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a Final Financial Status Report on forms provided by the Department, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. The Grantee must report on the expenditure of Grant Funds provided by the State, and if applicable, the Grantee's required matching funds. The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed by such Final Financial Status Report, including such action as the Department, based on its review of the report, may direct.
- B. Grant Refunds In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., the Grantee must, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement, refund to the Department, any balance of Grant Funds not spent or not obligated as of said date.

5.4 DEFAULT AND REMEDIES

The occurrence of any of the following events, during the grant term, shall constitute a default:

- A. Grantee shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by the Grantee in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

- C. Grantee shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- D. An involuntary case or other proceeding shall be commenced against the Grantee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismitted and unstayed for a period of 60 days; or an order for relief shall be entered against the Grantee under the federal bankruptcy laws as now or hereby after in effect;
- E. The Grantee permanently ceases the conduct of active trade or business at the location specified in Part II, Scope of Work, for any reason, including, but not limited to, fire or other casualty;
- F. Company fails to provide the Company Contribution, if applicable, as identified in Part II, Scope of Work;
- G. Grantee defaults on a loan from a third party. Grantee shall provide the Department with immediate notice upon making a determination that it will default on a loan.

Grantee shall have 30 days from the date Department notifies it of the occurrence of a default to cure the default to Department's satisfaction. Grantee's failure to cure, or to initiate a cure which is satisfactory to the Department, shall be a sufficient basis for the Department to terminate this Agreement and to direct Grantee to refund all not expended Grant Funds disbursed to it by the Department within thirty (30) days of receipt of the notice of termination.

~~At the Department's discretion the Grantee shall be responsible for the payment of interest at a rate equal to twelve percent (12%) per annum for any amount of the Grant Funds which it has not refunded to the Department beginning thirty (30) days from the date the termination notice is sent by the Department and continuing to the date that all Grant Funds are refunded by Grantee or recovered through other legal processes available to the Department.~~

5.5 TERMINATION; SUSPENSION

A. This Agreement may be terminated as follows:

- (1) Non-appropriation, Insufficient Appropriation In the event of non-appropriation or insufficient appropriation as described in Section 5.2(B) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. The Department shall provide such notice to Grantee as soon as possible after it becomes aware of such non-appropriation or insufficient appropriation. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.
- (2) Reduced Funding Sources/Revenues In the event the parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to a reduction in revenues or other funding sources for this Agreement as described in Section 5.2(C) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under

this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

For Cause If the Department determines that the Grantee has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or grant award executed by the Department and the Grantee, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the grant, the Department may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Department shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Department shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Department for a period not to exceed two (2) years.

(3) For Convenience The Grantee acknowledges that this grant was made by the Department based on its determination that the activities to be funded under this Agreement are in furtherance of either the Department's statutory requirements or its program objectives. The Grantee further acknowledges that the Department may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of Grant Funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Grantee pursuant to Section 5.10(F) hereof. The Grantee shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for properly incurred expenditures made in connection with the Grant in accordance with the provisions of Part I (Budget) and Part II (Scope of Work). Grant refunds shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

B. Suspension If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, the Department may, upon written notice to the Grantee, suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of Grant Funds, pending corrective action by the Grantee or a decision to terminate this Agreement. The Department may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension provided that the Department agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

5.6 INDEMNIFICATION

A. Non-Governmental Entities The Grantee agrees to assume all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Grantee, its employees, agents, or subcontractors or subgrantees in the performance of this Agreement. Grantee shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property and shall, at the State's request and expense, furnish to the State reasonable assistance and cooperation including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

The Grantee shall, at its expense, defend the State against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the State in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement.

- B. Governmental Entities In the event that the Grantee is a Governmental Entity, it will indemnify and hold harmless the Department as set out herein to the extent authorized by Federal and/or State constitutions(s) and/or laws.

5.7 **MODIFICATION BY OPERATION OF LAW; BUDGET MODIFICATIONS; DISCRETIONARY MODIFICATIONS**

- A. Modifications by Operation of Law This Agreement is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Department shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.
- B. Budget Modifications Grantee must expend the Grant Funds in accordance with the approved budget set forth in Part I hereof. If the Grantee determines that its expenditures for the grant term will vary from the amounts listed in the approved project budget it must submit a written request for approval from the Department prior to incurring the revised costs. Said request must give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised Project Budget incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions is a sufficient reason for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.

The Grantee may make a line item transfer up to the allowable variance percentage/amount of the total approved line item budget as specified in Part I Budget without prior written approval of the Department, subject to the following conditions:

- (1) Modifications Requiring Departmental Approval If the Grantee determines that its expenditures will vary from the approved budgeted line item amounts listed in Part I Budget by more than the allowable variance percentage/amount for any given line item expenditure, but will not exceed the total grant award, it shall submit a written request for approval from the Department prior to incurring the revised costs. Modification requests shall give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised project Part I Budget incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions shall be deemed sufficient for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.
- (2) Discretionary Transfers Transfers between approved line items that do not exceed the allowable variance percentage/amount of the original approved budget line item may be made at the Grantee's discretion without the Department's approval. For purposes of the allowable discretionary transfer(s), the line item to which the transfer is made cannot be increased by more than the allowable variance percentage/amount of the original approved line item. Additionally, the allowable discretionary transfer does not apply to an Audit line item (if present). Any and all modifications to an existing Audit line item may only be made with the Department's prior written approval.
- C. Discretionary Modifications If either the Department or the Grantee wishes to modify the terms of this Agreement other than as set forth in Sections 5.7(A) and 5.7(B) above, written notice of the proposed

modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Department and the Grantee. However, if the Department notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Department shall consider those objections when evaluating whether to follow through with the proposed modification. The Department's notice to the Grantee shall contain the Grantee name, Grant number, modification number, purpose of the revision and signature of the Department's Director.

- D. Unilateral Modifications The parties agree that the Department may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by the Department for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement. The parties further agree that the thirty (30) day period for objection described in Section 5.7(C) above does not apply to the unilateral modification authority described in Section 5.7(D).
- E. Management Waiver The parties agree that the Department may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to requirements relating to the Grantee's compliance with existing audit requirements in the Agreement, retention of interest earned by the Grantee on Grant Funds, variances to budgetary line items, non-material changes to the Scope of Work in Part II, and any other non-material changes to specific grant terms that the Department determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Department will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.
- F. Term Extensions The Grantee acknowledges that all Grant Funds must be expended or legally obligated during the grant term set forth in the Notice of Grant Award. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et. seq.), no grant term may be extend beyond a two-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed in reimbursement of costs previously incurred by the grantee.

5.8 **CONFLICT OF INTEREST; INTEREST OF PUBLIC OFFICIALS/ EMPLOYEES; BONUS/COMMISSION PROHIBITED; HIIRING OF STATE EMPLOYEES PROHIBITED; DUE DILIGENCE IN EXPENDITURE OF GRANT FUNDS**

- A. Conflict of Interest A conflict of interest exists if a Grantee's officers, directors, agents, employees and family members use their position for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties. The Grantee must establish safeguards to prohibit such a conflict of interest from occurring. Safeguards, evidenced by rules or bylaws, shall also be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee must immediately notify the Department in writing of any actual or potential conflicts of interest, as well as any actions that create or which appear to create a conflict of interest.

- B. Interest of Public Officials/Employees

- (1) Governmental Entity If the Grantee is a governmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. Further, Grantee certifies that no officer or employee of the Grantee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in

the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any contract negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

- (2) Nongovernmental Entity If the Grantee is a nongovernmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. If such a conflict or appearance thereof exists or arises, the Grantee must provide immediate notification to the Department as provided in Section 5.8A. The Department may, in its discretion, issue Grant Funds if it determines that appropriate safeguards are in place and that it is in the best interest of the State to proceed.

Violations of Section 5.8 may result in suspension or termination of this Agreement, and recovery of Grant Funds provided hereunder. Violators may also be criminally liable under other applicable State or Federal laws and subject to actions up to and including felony prosecution.

- C. Bonus or Commission Prohibited The Grantee shall not pay any bonus or commission for the purpose of obtaining the grant awarded under this Agreement.
- D. Hiring State Employees Prohibited No State officer or employee may be hired to perform services under this Agreement, or be paid with Grant Funds derived directly or indirectly through this grant without the written approval of the Department.

5.9 APPLICABLE STATUTES

- A. Grantee Responsibility All applicable Federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Department shall not be responsible for monitoring Grantee's compliance.
- B. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1) No grant award Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Department identifying each beneficiary of the land trust by name and address and defining such interest therein.
- C. Historic Preservation Act (20 ILCS 3420/1 et seq.) The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency.
- D. State of Illinois Discrimination Laws (775 ILCS 5/1-101 et seq.) In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Grantee's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- E. Drugfree Workplace Act (30 ILCS 580/1 et seq.) Grantee will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act that are

applicable to the Grantee. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

- F. Freedom of Information Act (5 ILCS 140/1 et seq.) Applications, programmatic reports and other information obtained by the Department under this Agreement shall be administered pursuant to the Freedom of Information Act.
- G. Prevailing Wage Act (820 ILCS 130/0.01 et seq.) All projects for the construction or demolition of fixed works which are financed in whole or in part with bonds, grants, loans, or other funds made available by or through the State or any of its political subdivisions; including the Grant Funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01) unless the provisions of that Act exempt its application. In implementing the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction or demolition a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract. If the Grantee has awarded work without a contract, it shall provide the aforementioned written notice to the contractor on a separate document. The provisions of the Prevailing Wage Act apply to both contractors and sub-contractors performing work on any project funded by this grant.
- H. Victims Economic Security and Safety Act (820 ILCS 180 et seq.) If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve month period to address the domestic violence, pursuant to the Victims Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.
- I. Equal Pay Act of 2003 (820 ILCS 112 et seq.) If the Grantee has four or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.
- J. Steel Products Procurement Act (30 ILCS 565 et seq.) The grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this grant for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

5.10 MISCELLANEOUS PROVISIONS

- A. Independence of Grantee Personnel All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed by or contracted with Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing its employees. Neither Grantee nor its personnel shall be considered to be the agents or employees of the Department.
- B. Grantor Authority The Department and its payroll employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.
- C. Governing Law This Grant is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law.
- D. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes The Grantee shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.
- E. Delivery of Grantee Payments Payment to the Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the person and place specified in the Notice of Grant Award. The Grantee may change the person to whom payments are sent, or the place to which payments are sent by written notice to the Department signed by the Grantee, that complies with the requirements of Section 5.10(F) below. No such change or payment notice shall be binding upon the Department until ten (10) business days after actual receipt.
- F. Notice Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in the Notice of Grant Award by any of the following means: (a) personal service, (b) electronic communication, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received five (5) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.
- The Grantee acknowledges and agrees that its address set forth in the Notice of Grant Award is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Department is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Department of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Program Manager and notify him/her of said change of address and a formal modification will be executed.
- G. Required Notice Grantee agrees to give prompt notice to the Department of any event that may materially affect the performance required under this Agreement. Any notice or approval relating to Section 5.5 (Termination), Section 5.7C (Discretionary Modifications), Section 5.7E (Waivers), and Section 5.10I (Assignment) must be executed by the Director of the Department or her/his authorized designee.
- H. Modifications A modification of any condition of this Agreement must be requested in writing. No modification of any condition of this Agreement may be effective unless in writing from and signed by the Director of the Department.

- I. Assignment The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the express written approval of the Department acting through its Director. Any assignment by the Grantee in violation of this provision renders this Agreement voidable by the Department.
- J. Severability Clause If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement, which can be given effect without the invalid provision or application.
- K. Integration Clause This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
- L. Comptroller Filing Notice The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by the Department with the State Comptroller.
- M. Subcontract and Grants The Grantee's services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Grantee without prior written approval of the Department, unless such subcontracts or subgrants are provided for elsewhere in this Agreement. Any subcontracts or subgrants shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement. For the Department to approve the use of any subcontract or subgrant, the Grantee must employ an open, impartial and reasonably competitive selection process.
- N. Attorney Fees and Costs ~~If the Department is the prevailing party in any proceeding to enforce the terms of this Agreement, the Department has the right to recover reasonable attorney fees, costs and expenses associated with recovering the Grant Funds.~~
-

**PART VI
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

6.1 COMPLIANCE WITH APPLICABLE LAW

The Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

6.2 CONFLICT OF INTEREST

The Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee's services and obligations under this Agreement.

6.3 BID-RIGGING/BID-ROTATING

The 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 Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

6.4 DEFAULT ON EDUCATIONAL LOAN

The Grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 DRUGFREE WORKPLACE ACT

The Grantee certifies that:

- A) _____ It is a Corporation, Partnership, or other entity (other than an individual) with 24 or fewer employees at the time of execution of this Agreement.
- B) _____ That the purpose of this grant is to fund solid waste reduction.
- C) X It is a Corporation, Partnership, or other entity (other than an individual) with 25 or more employees at the time of execution of this Agreement, or
- D) _____ That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this grant is five thousand dollars (\$5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

- (a) Publishing a statement:
 - (i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
 - (ii) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (iii) Notifying the employee that, as a condition of employment on such grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the Grantee's policy of maintaining a drug free workplace;
 - (iii) any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the granting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 **ANTI-BRIBERY**

The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission

of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).

6.8 **DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT**

The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et seq.)

6.9 **SEXUAL HARASSMENT**

The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

6.10 **INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).

6.11 **FEDERAL, STATE AND LOCAL LAWS: TAX LIABILITIES; STATE AGENCY DELINQUENCIES**

The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Department shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Department. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

6.12 **PROHIBITION OF GOODS DERIVED FROM CHILD LABOR**

The Grantee certifies, in accordance with Public Act 94-0264, that no foreign-made equipment, materials, or supplies furnished to the State in connection with this Agreement have been produced in whole or in part by the labor of any child under the age of 12.

6.13 **PREVAILING WAGE**

The Grantee acknowledges that receipt of Grant Funds under this Agreement require compliance with the Prevailing Wage Act (820 ILCS 130 et. seq.). Persons willfully failing to comply with, or willfully violating this Act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.14 LIEN WAIVERS

The Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

6.15 INTERAGENCY WETLAND POLICY ACT

The Grantee certifies that the proposed project is compatible with established state policy regarding wetlands, pursuant to the Interagency Wetland Policy Act of 1989. The Grantee acknowledges that the Illinois Department of Natural Resources may, from time to time, monitor the proposed project to ensure continued compliance with the aforementioned Act. In the event that the project does not remain in compliance with the Act, such noncompliance shall constitute a breach of the Agreement, and failure to cure the breach within sixty (60) days after notice thereof will result in the termination of this Agreement.



Grant Management Program 01

Grant No. 10-203829

for the

Fermi Research Alliance, LLC

Illinois Department of Commerce and Economic Opportunity
620 E. Adams St.
Springfield, IL 62701

**STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

Notice of Grant Award No. 10-203829

This Grant Agreement (hereinafter referred to as the "Agreement") is entered into between the Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as the "Department" or "DCEO") and **Fermi Research Alliance, LLC** (hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a Grant in an amount not to exceed **\$3,000,000.00** to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of **06/01/2010** through the ending date of **05/31/2012**, unless otherwise established within Part II Scope of Work. The Grantee hereby agrees to use the Grant Funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Parts:

- I. Budget**
- II. Scope of Work**
- III Grant Fund Control Requirements**
- IV. Terms and Conditions**
- V. General Provisions**
- VI. Certifications**

This grant is state funded.

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

Name: Fermi Research Alliance, LLC

Taxpayer Identification Number:
SSN/FEIN: 571239010

Legal Status:

- Individual (01)
- Sole Proprietor (02)
- Partnership/Legal Corporation (03)
- Corporation (04)
- Not For Profit Corporation (04)
- Medical Corporation (06)
- Governmental (08)

- Estate or Trust (10)
- Pharmacy-Noncorporate (11)
- Nonresident Alien (13)
- Pharmacy/Funeral Home/Cemetery Corp (15)
- Tax Exempt (16)
- Limited Liability Company (select applicable tax classification)
- C - Corporation
- P - Partnership

GRANTEE:

Fermi Research Alliance, LLC

Grantee's execution of this Agreement shall serve as its attestation that Grantee has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Grantee shall be bound by the same. Grantee acknowledges that the individual executing this Agreement is authorized to act on the Grantee's behalf. Grantee further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification/attestation.

By: [Signature]
(Authorized Signator)

6/23/10
Date

Signature authorization on file

Pier Odonne, President
Name and Title

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: [Signature]
Anita D. Patel
Warren Ribbley, Director Chief Financial Officer

6/24/10
Date

Grantee Address:

PO Box 500
Batavia, IL 60510-5011

Please indicate any address changes below

In processing this grant and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to the Department, the Authorized Signatory must either send written notice to the Department indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, the Department will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below. If an Authorized Designee(s) appears below, please verify the information and indicate any changes as necessary.

The following are designated as Authorized Designee(s) for the Grantee:

Authorized Designee: Robert Kephart
Authorized Designee Title: Associate Director
Authorized Designee Phone: 630-840-3135

Authorized Signatory Approval:



Authorized Designee: Mary Jo Lyke
Authorized Designee Title: Manager of Grants & Contracts
Authorized Designee Phone: 630-840-8976

Authorized Signatory Approval:



Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____

Authorized Signatory Approval: _____

PART I

BUDGET

Cost Category Description	Cost Cat	DCEO Budget Amount	Variance %	Variance Limit
DESIGN/ENGINEERING	1205	1,402,050.00	10.00	0.00
EQUIPMENT/MATERIAL/LABOR	1217	1,297,950.00	10.00	0.00
CONTINGENCY	1235	300,000.00	10.00	0.00
Total		\$3,000,000.00		

BUDGET LINE ITEM DEFINITIONS

The definitions listed below will help to identify allowable costs for each of the budgeted lines in this Agreement. Any costs not specifically named below should be verified to be allowable by the DCEO grant manager prior to incurring the cost.

DESIGN/ENGINEERING costs associated with creation of the project’s architectural drawings; engineering studies and/or fees; etc., including costs of plans & specs and/or printing costs if specifically identified as such within the Part II Scope of Work.

EQUIPMENT/MATERIAL/LABOR purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel; drywall; lumber; wiring; doors; windows; roofing; rock; etc. including labor/installation costs, as identified within Part II Scope of Work.

CONTINGENCY coverage of potential cost overruns in any of the other utilized Grant Budget line items.

Pass-Through Entity or Subgrantor Responsibilities. If Grantee provides any portion of this funding to another entity through a grant agreement or contract, Grantee is considered to be a pass-through entity or subgrantor. Per Section 5.10(M) of the Agreement, Grantee must obtain written approval before it provides any portion of this funding to another entity through a grant agreement or contract. If the Department provides written approval, the Grantee must adhere to the following for any awards or contracts entered into using the Grant Funds listed above:

- (1) Ensure that all subgrant or contractual awards of Grant Funds are made in conformance with the terms of this Agreement specifically including, but not limited to, Sections 3.4 and 3.6 of this Agreement; and
- (2) Ensure subgrantees are aware of the terms and conditions of this grant and abide by them.

PART II

SCOPE OF WORK

In consideration for the Grant Funds to be provided by the Department, the Grantee agrees to perform the Project described in Part II (Scope of Work) hereof, in accordance with the provisions of Part I (Budget) hereof.

Section 1. Public Benefit

The Grantee is the operator of, and does business as, Fermi National Accelerator Laboratory (Fermilab) which is a national laboratory funded by the U.S. Department of Energy's (DOE) Office of Science to conduct basic research into particle physics. Fermilab's experiments in high energy physics and related disciplines advance the understanding of the fundamental nature of matter and energy. From 1967 to 2006, Universities Research Association, Inc. (URA) was the prime contractor to DOE for the creation and operation of Fermilab. URA is a consortium of approximately 90 leading research oriented universities primarily in the United States, with members also in Canada, Japan, and Italy. Effective January 1, 2007 URA joined with the University of Chicago to form the Grantee entity, which now holds the contract with DOE for the management and operation of Fermilab. All of the land within the Grantee's facility is owned by DOE, and is available to the Fermilab via the Grantee's Prime Contract with DOE.

The Grantee will be constructing an Illinois Accelerator Research Center (IARC) within the 6,800 acre Fermilab facility near Batavia, Illinois, on the boundary of Kane and DuPage counties. The IARC will provide a focal point for accelerator research, education, and industrialization, while initiating, promoting, and supporting related industry in Illinois. The IARC will increase the probability that new scientific frontier accelerators such as a new intense proton source (Project X), the International Linear Collider (ILC), or a Muon Collider (MC) could be sited at Fermilab. In partnership with industry and local university accelerator programs, the IARC will make critical contributions to the technological and economic health of Illinois and will provide unique educational opportunities for a new generation of Illinois engineers and scientists.

The Grant-funded portion of the IARC will cover a portion of the costs for approximately 30,000 square feet of technical, office, and classroom space in the "industrial" area of the Fermilab campus. The new Grant-funded building will provide offices and technical space for both Fermilab and Argonne National Laboratory staff, as well as for industrial partners working at Fermilab. The IARC's chosen location will provide its occupants with excellent access to the engineers and designers in the Fermilab Technical Division specializing in accelerator technology development. This project will be dramatically enhanced by the reuse (via other funding sources) of an existing large heavy assembly building sited adjacent to the new construction. The two buildings will collectively make up the physical plant of the IARC.

The IARC will develop world-leading educational programs in key aspects of accelerator physics and engineering and will attract top scientists from across the globe as faculty at nearby universities. These top scientists will perform world class research and educate and mentor Illinois students. The IARC positions Illinois to become a global center for the development of accelerator physics and engineering, medical accelerators, beam diagnostics and instrumentation, superconducting and high-power radiofrequency technology, next-generation synchrotron light sources, and isotope generation. With a strong focus on industrialization of these technologies, the IARC will attract high-tech companies and will train Illinois citizens in advanced technologies.

Grant funds will be used to cover a portion of the total design and construction costs for the new IARC facility, as follows:

Design/Engineering – to include the costs of Architectural/Engineering design services performed by a private A/E firm to develop the final design documents that set forth the detailed requirements for the construction of the new building. The final design documents will include working drawings and specifications with all supporting analysis and calculations. The design disciplines will include civil, landscape, architectural, structural, mechanical, plumbing, fire protection, electrical, and cost estimating.

Equipment/Material/Labor – to include the costs of pre-procurement of long-lead items of equipment and services such as electrical transformers, air switches, components of telecommunication system and other building systems in an effort to accelerate the construction schedule of the project as well as secure the most competitive costs.

Contingency – for coverage of potential cost overruns in any of the other utilized Grant Budget line items.

This Grant-funded project will benefit the public by providing the opportunity for Illinois to become a world leader in accelerator technology. The technology of particle accelerators powers a host of applications for society, such as: cancer therapy (medicine); materials processing (industry); subcritical reactors (energy); waste water treatment (environment); cargo inspection (national security); etc. The IARC will be utilized as incubator space for emerging accelerator technologies, providing a central point for cutting-edge accelerator research and industrialization.

Section 2. Grant Tasks

- 2.1 The Grantee shall use Grant funds as detailed in Part I, BUDGET. Expenditure of Grant funds will comply with applicable bond guidelines.
- 2.2 The Grantee shall utilize property acquired, constructed or improved with funds provided under this Agreement solely to provide the programs and services specified in Section 1, above, for at least the term of the Grant Agreement. Any sale, transfer, assignment or other conveyance of property acquired, constructed or improved shall provide that the property must continue to be used to accomplish or facilitate the public purpose described in Section 1, above.
- 2.3 The Grantee agrees to comply with the following:
 - (a) The Grantee shall utilize grant funds in accordance with Part I (Budget) to complete the activities/performance described in Section 1, above. The Grantee shall provide any additional funds, or secure commitments therefore, which are necessary to complete the specified activities/performance during the grant term set forth in the Notice of Grant Award.
 - (b) The Grantee shall execute all agreements necessary to complete the activities/performance described in Section 1, above, including, but not limited to, purchase/sales contracts for real and/or personal property, leases, easements, loans, financing agreements, grant agreements, operating agreements, etc., during the grant term specified in the Notice of Grant Award.
 - (c) The Grantee shall obtain all authorization necessary to complete the activities/performance described in Section 1, above, including, but not limited to, municipal ordinances, permits, variances, other approvals, etc., during the grant term specified in the Notice of Grant Award.
 - (d) The Grantee shall notify the Departmental grant manager in writing no later than 10 days after it becomes aware of any events/circumstances that will result in substantial delays or may substantially impair the Grantee's ability to complete the activities/performance described in Section 1, above, during the grant term specified in the Notice of Grant Award.
 - (e) The Grantee shall provide to the Department additional information relative to its compliance with the provisions set forth in subsections (a) through (d), above, pursuant to Part III, Section 3.2C, "Additional Information."
 - (f) In addition to the requirements of Part III, Section 3.7, the Grantee shall maintain in its file, and make available to the Department upon request therefore, copies of documentation, correspondence, agreements, etc., evidencing compliance with the requirements of subsections (a) through (d), above.
- 2.4 Any equipment purchased with Grant funds provided hereunder shall only be used for the purposes set forth above for the term of the grant.

- 2.5 The Grantee agrees and affirms that its programs are available to any person interested in participating, regardless of that person's financial situation, religious affiliation (or lack thereof), ethnicity, or national origin.
- 2.6 The Grantee shall continue to provide the programs and services specified in Section 1 and 2, above, for the term of the Grant Agreement. The Grantee acknowledges that it shall not utilize Grant funds to perform or further the performance of sectarian activities.

PART III
GRANT FUND CONTROL REQUIREMENTS

3.1 **AUDITS**

- A. Standard Audit The Grantee is required to obtain a Standard Audit and provide the Department with a copy of the audit report, the management letter, and the SAS 114 letter within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to DCEO annually for the life of the grant.
- B. Single Audit If the Grantee is required to have a Single Audit performed in accordance with OMB Circular A-133, the Grantee is required to submit copies of the audit report, the data collection form, the management letter and the SAS 114 letter, as provided for in the Single Audit Act and OMB Circular A-133, to the Department within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. If no Single Audit is required, the Grantee is to provide DCEO with an annual letter stating a Single Audit was not required.
- C. Audit Requirements for State Grants Audited by the Illinois Office of the Auditor General (OAG) Grantees required by the Illinois OAG to obtain a financial audit, compliance examination, performance audit will be notified by OAG. The Grantee shall provide the Department with a copy of any financial audit, compliance examination, Single Audit or performance audit along with the accompanying management letter, letter of immaterial findings and the SAS 114 letter within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit or examination was performed. The Audit Report is required to be provided to DCEO any year an audit is performed over the life of the grant.
- D. Discretionary Audit The Department may, at any time, and at its discretion, request a Grant-Specific Audit or other audit, Management Letter and SAS 114 Letter to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- E. Audit Performance All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards.
- F. Audit Submission The Grantee shall electronically send all audit reports and related deliverables to the Department at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Department electronically, the information shall be sent to the Department at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
620 East Adams Street
Springfield, IL 62701

3.2 **REPORTING REQUIREMENTS**

In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

**PART III
GRANT FUND CONTROL REQUIREMENTS**

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Office of Accountability
External Audit Section
620 East Adams Street
Springfield, IL 62701

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In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

- A. Expenditures and Project Activity Prior to Grant Execution If the Agreement is executed more than thirty (30) days after the beginning date of the grant term provided in the Notice of Grant Award, the Grantee must submit a Financial Status Report and a Project Status Report, in a format provided by the Department, accounting for expenditures and project activity incurred from the beginning of the grant term up to the end of the month preceding the date of the Department's execution. If these Reports are required, the Department will not disburse any Grant Funds until the report is submitted to and approved by the Department.
- B. Final Financial Status Report The Final Financial Status Report described in Section 5.3 hereof is due within 45 days following the end date stated in the Notice of Grant Award. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. Grantee must submit the report in the format provided by the Department. This report must summarize expenditure of the Grant Funds and activities completed during the grant term. The Grantee's failure to comply with the Close-out requirements set forth herein and in Section 5.3 will be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all Grant Funds disbursed to the Grantee. Grantee's failure to comply with this Section shall be considered prima facie evidence of default, and may be admitted as such, without further proof, into evidence before the Department or in any other legal proceeding.
- C. Additional Information Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the Project, including, but not limited to, materials sufficient to document information provided by the Grantee.
- D. Submittal of Reports Submittal of all reports and documentation required under this Agreement should be submitted to the individual as directed by the Department.
- E. Failure to Submit Reports In the event Grantee fails to timely submit any reports required under this Agreement, the Department may withhold or suspend the distribution of Grant Funds until said reports are filed and approved by the Department.

3.3 WELCOME PACKAGE

Upon execution of this Grant Agreement, the Grantee will receive a Welcome Package detailing reporting requirements and procedures relating to the Grant. The Grantee is obligated to comply with those requirements and any revisions thereto in accordance with Section 3.2(B) of this Grant Agreement.

3.4 FISCAL RECORDING REQUIREMENTS

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this grant program. The Grantee is accountable for all Grant Funds received under this Grant, including those expended for subgrantees. The Grantee shall maintain effective control and accountability over all Grant Funds, equipment, property, and other assets under the grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of Grant Funds to a level of expenditure adequate to insure that Grant Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

3.5 DUE DILIGENCE IN EXPENDITURE OF FUNDS

Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.

3.6 MONITORING

The grant will be monitored for compliance in accordance with the terms and conditions of the Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Department promulgates or implements. The Grantee must permit any agent authorized by the Department, upon presentation of credentials, in accordance by all methods available by law, including full access to and the right to examine any document, papers and records either in hard copy or electronic, of the Grantee involving transactions relating to this grant.

3.7 RECORDS RETENTION

The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following the Department's final written approval of all required close-outs, unless the Department notifies the Grantee prior to the expiration of the four years that a longer period is required, adequate books, records, and supporting documents, including digital and electronic data, to verify the amount, recipients and uses of all disbursements of Grant Funds passing in conjunction with this Agreement. ~~This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, the Illinois Attorney General, or any of their duly authorized representative(s), and the Grantee agrees to fully cooperate with any audit performed by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Agreement shall establish a presumption in favor of the Department for the recovery of any Grant Funds paid by the Department under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement or expenditure.~~

If any of the services to be performed under this Agreement are subcontracted and/or if subgrants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and subgrants, a provision that the Department, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for a period of four (4) years following the Department's final approval of all required close-outs (financial and/or programmatic), and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.

~~"This Agreement and all books, records and supporting documents related to this grant shall be available for inspection by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, or any of their duly authorized representatives. The Grantee agrees to cooperate fully with any audit conducted by the Auditor General in relation to any audit conducted concerning of the Department's records related to this grant."~~

PART III – APPENDIX A
SPECIAL GRANT CONDITIONS

3.1 LIABILITY. The parties agree to insert the following provision in lieu of Part V, Section 5.6, Indemnification, herof. It is understood and agreed that neither party to this Grant Agreement shall be liable to the other party for any negligent acts either of commission or omission unless such liability is imposed by law.

3.2 PERFORMANCE. In addition to complying with the provisions of this Grant, the Grantee shall perform the work on a best effort cost reimbursable basis in accordance with the requirements of Prime Contract No. DE-AC02-07CH11359, as amended, with the U.S. Department of Energy, to the extent such performance does not conflict with Part II Scope of Work herein.

3.3 FEDERAL REQUIREMENTS. The parties hereby acknowledge the Grantee's contractual obligation under its Prime Contract with the U.S. Government to comply with federal statutes and regulations regarding drug free workplace, and non-discrimination requirements for any work performed under this Grant by Fermi National Accelerator Laboratory.

3.4 RIGHTS IN TECHNICAL DATA. The terms of the Rights in technical Data article of the Prime Contract No. DE-AC02-07CH11359 between Fermi Research Alliance, LLC, Operator of Fermi National Accelerator Laboratory a/k/a Fermi National Accelerator Laboratory and the United States Department of Energy for operation of Fermi National Accelerator Laboratory shall apply to work performed under this Grant. Further, the Federal Government, Fermi National Accelerator Laboratory and the Illinois Department of Commerce and Economic Opportunity shall all have unlimited rights to all technical data first produced in the performance of the work under this Grant. Unlimited rights means right to use, duplicate or disclose technical data, in whole or in part, in any manner and for any purpose whatsoever, and permit others to do so.

3.5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. The Illinois Department of Commerce and Economic Opportunity shall report to the Department of Energy and the Fermi Research Alliance, LLC, operator of Fermi National Accelerator Laboratory a/k/a Fermi National Accelerator Laboratory, when requested by either, all evidence and information in the possession of the Illinois Department of commerce and Economic Opportunity shall perform no work under the Grant.

3.6 PATENT RIGHTS. Any invention or discovery that the Fermi Research Alliance, LLC, operator of Fermi National Accelerator Laboratory a/k/a Fermi National Accelerator Laboratory's employees may make or conceive during their assignment of the work under this Grant, will be governed by the provisions of the Fermi Research Alliance, LLC, operator of Fermi National Accelerator Laboratory a/k/a Fermi National Accelerator Laboratory's Prime contract with the U.S. Department of Energy, provided however, in any event, the State shall retain a nonexclusive, non-transferable, revocable, royalty-free license under said invention, discovery, application, or patent.

3.7 AUDIT REQUIREMENTS. In lieu of Part III, Section 3.1, Audits, the parties recognize Fermi Research Alliance, LLC, operator of Fermi National Accelerator Laboratory a/k/a Fermi National Accelerator Laboratory, is a U.S. Government-owned facility, and as such, the cognizant audit group is the U.S. Department of Energy's Inspector General Office. Upon request DOE will conduct a project specific review of the program project and submit a copy of the review, but in no event later than nine (9) months following the end of the period for which the review was performed. The Grantee shall send the review to DCEO at the following address:

Illinois Department of Commerce and Economic Opportunity
Division of Audits
620 East Adams Street
Springfield, IL 62701

PART IV TERMS AND CONDITIONS

4.1 AUTHORITY: PURPOSE: REPRESENTATIONS AND WARRANTIES

- A. Authority The Department is authorized to make this grant pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or To use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

- B. Purpose; Representations and Warranties The sole purpose of this grant is to fund the Grantee's performance of the Project, described in Part II hereof, during the term of this grant. The Grantee represents and warrants that the grant proposal/application submitted by the Grantee is in all material respects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain and maintain all permits, licenses or other governmental approvals necessary to perform the Project described in Part II.

4.2 PROJECT SCHEDULE; EXTENSIONS

- A. Project Schedule The Grantee must complete the Scope of Work within the grant term. The Department may require the submission of deliverables. Deliverables must be provided as directed by the Department. For purposes of this Agreement, the Grant Period Begin Date shall be the Project Commencement Date and the Grant Period End Date shall be the Project Completion Date unless these dates are clearly identified as distinctly different in the Part II Scope of Work.
- B. Extensions Extensions of the grant term will be granted only for good cause. Grantees requiring an extension of the grant term should submit a written request to the Program Manager prior to the grant expiration date stating the reason for the extension. All extensions must comply with requirements of Section 5.7.

Grantee's failure to adhere to the schedule set forth in Part II may be grounds for suspension or termination of this Agreement pursuant to Section 5.5 herein. Further, failure by the Grantee to comply with the terms and conditions outlined in Part II, or with any additional terms and conditions within the Agreement, may result in the Grantee being deemed ineligible by the Department for future funding.

4.3 PAYMENT AND EXPENDITURE OF GRANT FUNDS

- A. Expenditure of Funds; Right to Refund Payment of the grant amount specified in the Notice of Grant Award shall be made to the Grantee as specified herein. Grant Funds provided under this Agreement must be expended only to perform the tasks set forth in the Scope of Work attached as Part II of this Agreement. In addition to reasons set forth in other sections of this Agreement, the Department will require a refund from Grantee if (i) the total grant expenditures are less than the amount vouchered to the Grantee from the Department pursuant to the Notice of Grant Award; or (ii) Grant Funds have not been expended or legally obligated within the grant term in accordance with Parts I and Part II hereof. If the Department requires a refund under either of the above circumstances, the Grant Funds must be returned to the Department within forty-five (45) days of the end of the grant term or the otherwise effective Grant Agreement termination date.
- B. Payment Provisions; Prior Incurred Costs

Full Advance

A single payment of the entire grant amount (100%) shall be initiated to the Grantee upon execution and acceptance of the Grant Agreement by the Illinois Office of the Comptroller.

Prior Incurred Costs

Reimbursement of costs incurred prior to the beginning date as specified in the Notice of Grant Award will be allowed only if specifically provided for in the Part II, Scope of Work, as approved by the Department. If not clearly identified in Part II, Scope of Work, any costs incurred prior to this Agreement will be disallowed.

4.4 GRANT SPECIFIC TERMS/CONDITIONS

A. Projects Requiring External Sign-offs

- (1) Pursuant to applicable statute(s), this grant requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the grant is sent to the Grantee for execution:**

AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
<u> X </u> Illinois Historic Preservation Agency	<u> X </u>	<u> </u>
<u> </u> Illinois Dept. of Agriculture	<u> </u>	<u> </u>
<u> X </u> Illinois Dept. of Natural Resources	<u> </u>	<u> X </u>
<u> </u> NONE APPLICABLE		

While any external sign-off is outstanding, the provisions of Item 3) immediately below apply with respect to the disbursement of funds under this grant.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency, the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 et seq.

(3) **External Sign-Off Provisions :**

- a) The Project described in Part II and funded under this Grant Agreement, is subject to review by the external agency(ies) indicated in Item 1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Department shall be incorporated into this Agreement as follows: (i) as an attachment to this Agreement (immediately following this Part IV) at the time of grant execution; or (ii) if received from the applicable agency(ies) subsequent to execution, as an addendum to this Agreement.** The Grantee is contractually obligated to comply with such requirements.
- b) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Department's obligation

to disburse funds under this Grant Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the Project have been satisfied. Upon receipt of said notification, disbursement of the grant funds shall be authorized in accordance with the provisions of Section 4.3B hereof.

- c) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE DEPARTMENT OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

- B. If external sign-offs are indicated in this Section 4.4 disbursement of grant funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this Section 4.4. Upon receipt of all required sign-offs, the Department's Accounting Division will be notified to disburse grant funds in accordance with the disbursement method indicated herein.

4.5 DEPOSIT OF GRANT FUNDS

Grant Funds paid in advance of realized costs must be kept in an interest bearing account and maintained therein until used in accordance with the terms and conditions of this Agreement. The Department may waive this requirement upon a written request from the Grantee; however written Departmental approval must be received before any Grant Funds are kept in a non-interest bearing account. Grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum on any of the Grant Funds kept in a non-interest bearing account without prior Departmental written approval.

Any interest earned on these Grant Funds must be accounted for as provided in Section 4.6 of this Agreement. Exceptions to Section 4.5 are not permissible without prior written approval by the Department.

~~Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion.~~

4.6 RETURN OF INTEREST ON GRANT FUNDS

~~This Agreement does not allow for the retention of interest by the Grantee. Any interest earned on Grant Funds provided under this Agreement must be accounted for in the Final Financial Status Report described in Section 5.3 herein, and returned as interest to the Department in accordance with the directions provided by the Department.~~

4.7 INTENTIONALLY LEFT BLANK

4.8 SUPPORT

Grantee, through its agents, employees and contractors, will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the Project, unless the Agreement specifically sets forth items of support to be provided by the Department.

4.9 OWNERSHIP, USE AND MAINTENANCE OF PERSONAL PROPERTY

- A. Ownership Subject to the provisions of this Section 4.9, and the remedies available to the Department as set forth in Section 4.11 below, equipment and material authorized to be purchased with Grant

Funds becomes the property of the Grantee. Grantee will maintain an inventory or property control record for all equipment and material purchased with Grant Funds.

B. Use; Maintenance; Insurance During the Grant term, the Grantee must:

(1) use equipment and materials acquired with Grant Funds only for the approved Project purposes set forth in Part II; and (2) provide sufficient maintenance on the equipment and materials to permit achievement of the approved Project purposes and maintain, at its own expense, insurance coverage on all equipment and material purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses.

C. Prohibition Against Disposition/Encumbrance The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment or material during the grant term without prior written approval of the Department.

4.10 PUBLIC INFORMATION REQUIREMENTS

For the duration of the Agreement, the Grantee will prominently acknowledge the participation of the Department in the Project in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the Project. The Grantee must provide the Department with copies of any proposed press releases, publications and promotional materials not less than ten (10) days before these materials are disseminated. * Grantee will submit copies of any press releases, publications and promotional materials to the Department's Project Manager.

The Grantee will provide adequate advance notice pursuant to Section 4.12 of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events. Any materials or displays to be distributed in connection with the promotional event must be submitted to the Department in advance of publication or dissemination and must prominently acknowledge the Department's participation in the Project.

4.11 DEPARTMENT REMEDIES

In addition to any remedies found elsewhere in this Agreement or at law, the Department may elect any of the following remedies in the event this Agreement is terminated pursuant to Section 5.5 herein. Grantee must comply with the Department's direction within 45 days following written notice or demand from the Department.

- A. The Department may direct the Grantee to refund all grant moneys disbursed to it under this Agreement;
- B. The Department may direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses;
- C. The Department may direct the Grantee to transfer ownership of equipment or material purchased with Grant Funds provided under this Agreement to the Department or its designee.

4.12 NOTICES

Notices and other communications provided for herein shall be given in writing by first class mail, by registered, or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the respective party at the address set forth on the signature page hereto, or

to such other authorized designees as the parties may designate in writing from time to time. Grantee is responsible for providing the Department with correct address and contact information for itself and its designees. Any notice to the Grantee shall be deemed to have been provided if sent to the address or contact information on the signature page or to the address of an authorized designee. Notice to the Department is deemed to have been provided at the time it is actually received.

4.13 COMPLAINT PROCESS

In the event of a Grantee complaint, the Department's Administrative Hearing Rules shall govern and said rules can be found at Title 56 Illinois Administrative Code, Section 2605.

4.14 GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, ET SEQ.)

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within 45 days following said expiration or termination. ~~Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within 45 days following the expiration or termination of this Agreement.~~

4.15 GRANT PROJECT MANAGEMENT

All necessary and ordinary communications, submittals, approvals, requests and notices related to the Project shall be submitted to:

David E. Parr
Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL 62701-1509

**PART V
GENERAL PROVISIONS**

5.1 GRANTEE REPRESENTATIONS AND WARRANTIES; GRANTEE GENERAL COVENANTS

- A. Grantee Representations and Warranties In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to the Department:
- (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the transactions contemplated by this Agreement;
 - (2) That its employees, agents and officials are competent to perform as required under this Agreement;
 - (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
 - (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;
 - (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
 - (6) That no member of any governing body or any officer, agent or employee of the State, is employed by the Grantee or has a financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted applicable statute, regulation or ordinance;
 - (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
 - (8) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (a) Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency;
 - (b) Have not within a three-year period preceding this Agreement been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; and
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction.

- (9) That this Agreement has been duly executed and delivered on behalf of the Grantee and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that enforcement of any such terms may be limited by
- (a) Applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or
 - (b) Judicial public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce; and performance required under this Agreement; and
- (10) Grantee certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify the Department of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Department is authorized to declare Grantee in default of this Agreement and suspend or terminate the Agreement pursuant to Section 5.5.

B. General Covenants In connection with the execution and delivery of this Agreement, the Grantee makes the following covenants to the Department, which are in addition to any specific covenants contained in this Agreement:

- (1) That it will use Grant Funds only for the purposes set forth in the Budget and Scope of Work, Parts I and II, respectively, of this Agreement;
- (2) That all warranties and representations made by the Grantee in this Agreement shall be true, accurate and complete for the term of the Agreement;
- (3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to the Grantee;
- (4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by the Grantee, voluntary or involuntary, the Department may decline to make any further payment, which may otherwise be required under this Agreement;
- (5) That it shall immediately notify the Department of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform any or all of its obligations under this Agreement; and
- (6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

5.2 APPROPRIATION; NONAPPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED FUNDING SOURCES/REVENUES

- A. Appropriation The Grantee is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

- B. Non-appropriation/Insufficient Appropriation Payments pursuant to this Agreement are subject to the availability of applicable federal and/or state funding from the Department and their appropriation and authorized expenditures under State law. The Department shall use its best efforts to secure sufficient appropriations to fund this Agreement. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department, at its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 5.5(A)(1) hereof. Any grant is void by operation of law if the Department fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.
- C. Reduced Funding Sources/Revenues The Department reserves the right to reduce the amount to be paid to Grantee under this Agreement if the Department determines that it is in the best interest of the State of Illinois to reduce its obligation under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:
- (1) Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or
 - (2) Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Department will notify the Grantee as soon as possible. If the Department and Grantee are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating. If the Department and Grantee are unable to agree on the reduced compensation and reduced scope of services, the Department shall terminate the Grant in accordance with the provisions of Section 5.5(A)(2) herein.

5.3 GRANT CLOSE-OUT

- A. Final Financial Status Report In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a Final Financial Status Report on forms provided by the Department, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. The Grantee must report on the expenditure of Grant Funds provided by the State, and if applicable, the Grantee's required matching funds. The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed by such Final Financial Status Report, including such action as the Department, based on its review of the report, may direct.
- B. Grant Refunds In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., the Grantee must, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement, refund to the Department, any balance of Grant Funds not spent or not obligated as of said date.

5.4 DEFAULT AND REMEDIES

The occurrence of any of the following events, during the grant term, shall constitute a default:

- A. Grantee shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by the Grantee in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

- C. Grantee shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- D. An involuntary case or other proceeding shall be commenced against the Grantee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Grantee under the federal bankruptcy laws as now or hereby after in effect;
- E. The Grantee permanently ceases the conduct of active trade or business at the location specified in Part II, Scope of Work, for any reason, including, but not limited to, fire or other casualty;
- F. Company fails to provide the Company Contribution, if applicable, as identified in Part II, Scope of Work;
- G. Grantee defaults on a loan from a third party. Grantee shall provide the Department with immediate notice upon making a determination that it will default on a loan.

Grantee shall have 30 days from the date Department notifies it of the occurrence of a default to cure the default to Department's satisfaction. Grantee's failure to cure, or to initiate a cure which is satisfactory to the Department, shall be a sufficient basis for the Department to terminate this Agreement and to direct Grantee to refund all not expended Grant Funds disbursed to it by the Department within thirty (30) days of receipt of the notice of termination.

~~At the Department's discretion the Grantee shall be responsible for the payment of interest at a rate equal to twelve percent (12%) per annum for any amount of the Grant Funds which it has not refunded to the Department beginning thirty (30) days from the date the termination notice is sent by the Department and continuing to the date that all Grant Funds are refunded by Grantee or recovered through other legal processes available to the Department.~~

5.5 TERMINATION; SUSPENSION

A. This Agreement may be terminated as follows:

- (1) Non-appropriation, Insufficient Appropriation In the event of non-appropriation or insufficient appropriation as described in Section 5.2(B) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. The Department shall provide such notice to Grantee as soon as possible after it becomes aware of such non-appropriation or insufficient appropriation. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.
- (2) Reduced Funding Sources/Revenues In the event the parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to a reduction in revenues or other funding sources for this Agreement as described in Section 5.2(C) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under

this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

For Cause If the Department determines that the Grantee has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or grant award executed by the Department and the Grantee, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the grant, the Department may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Department shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Department shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Department for a period not to exceed two (2) years.

(3) For Convenience The Grantee acknowledges that this grant was made by the Department based on its determination that the activities to be funded under this Agreement are in furtherance of either the Department's statutory requirements or its program objectives. The Grantee further acknowledges that the Department may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of Grant Funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Grantee pursuant to Section 5.10(F) hereof. The Grantee shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for properly incurred expenditures made in connection with the Grant in accordance with the provisions of Part I (Budget) and Part II (Scope of Work). Grant refunds shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

B. Suspension If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, the Department may, upon written notice to the Grantee, suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of Grant Funds, pending corrective action by the Grantee or a decision to terminate this Agreement. The Department may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension provided that the Department agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

5.6 INDEMNIFICATION

A. Non-Governmental Entities The Grantee agrees to assume all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Grantee, its employees, agents, or subcontractors or subgrantees in the performance of this Agreement. Grantee shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property and shall, at the State's request and expense, furnish to the State reasonable assistance and cooperation including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

The Grantee shall, at its expense, defend the State against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the State in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement.

- B. Governmental Entities In the event that the Grantee is a Governmental Entity, it will indemnify and hold harmless the Department as set out herein to the extent authorized by Federal and/or State constitutions(s) and/or laws.

5.7 **MODIFICATION BY OPERATION OF LAW; BUDGET MODIFICATIONS; DISCRETIONARY MODIFICATIONS**

- A. Modifications by Operation of Law This Agreement is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Department shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.
- B. Budget Modifications Grantee must expend the Grant Funds in accordance with the approved budget set forth in Part I hereof. If the Grantee determines that its expenditures for the grant term will vary from the amounts listed in the approved project budget it must submit a written request for approval from the Department prior to incurring the revised costs. Said request must give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised Project Budget incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions is a sufficient reason for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.

The Grantee may make a line item transfer up to the allowable variance percentage/amount of the total approved line item budget as specified in Part I Budget without prior written approval of the Department, subject to the following conditions:

- (1) Modifications Requiring Departmental Approval If the Grantee determines that its expenditures will vary from the approved budgeted line item amounts listed in Part I Budget by more than the allowable variance percentage/amount for any given line item expenditure, but will not exceed the total grant award, it shall submit a written request for approval from the Department prior to incurring the revised costs. Modification requests shall give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised project Part I Budget incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions shall be deemed sufficient for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.
- (2) Discretionary Transfers Transfers between approved line items that do not exceed the allowable variance percentage/amount of the original approved budget line item may be made at the Grantee's discretion without the Department's approval. For purposes of the allowable discretionary transfer(s), the line item to which the transfer is made cannot be increased by more than the allowable variance percentage/amount of the original approved line item. Additionally, the allowable discretionary transfer does not apply to an Audit line item (if present). Any and all modifications to an existing Audit line item may only be made with the Department's prior written approval.
- C. Discretionary Modifications If either the Department or the Grantee wishes to modify the terms of this Agreement other than as set forth in Sections 5.7(A) and 5.7(B) above, written notice of the proposed

modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Department and the Grantee. However, if the Department notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Department shall consider those objections when evaluating whether to follow through with the proposed modification. The Department's notice to the Grantee shall contain the Grantee name, Grant number, modification number, purpose of the revision and signature of the Department's Director.

- D. Unilateral Modifications The parties agree that the Department may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by the Department for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement. The parties further agree that the thirty (30) day period for objection described in Section 5.7(C) above does not apply to the unilateral modification authority described in Section 5.7(D).
- E. Management Waiver The parties agree that the Department may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to requirements relating to the Grantee's compliance with existing audit requirements in the Agreement, retention of interest earned by the Grantee on Grant Funds, variances to budgetary line items, non-material changes to the Scope of Work in Part II, and any other non-material changes to specific grant terms that the Department determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Department will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.
- F. Term Extensions The Grantee acknowledges that all Grant Funds must be expended or legally obligated during the grant term set forth in the Notice of Grant Award. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et. seq.), no grant term may be extend beyond a two-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed in reimbursement of costs previously incurred by the grantee.

5.8 **CONFLICT OF INTEREST; INTEREST OF PUBLIC OFFICIALS/ EMPLOYEES; BONUS/COMMISSION PROHIBITED; HIRING OF STATE EMPLOYEES PROHIBITED; DUE DILIGENCE IN EXPENDITURE OF GRANT FUNDS**

- A. Conflict of Interest A conflict of interest exists if a Grantee's officers, directors, agents, employees and family members use their position for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties. The Grantee must establish safeguards to prohibit such a conflict of interest from occurring. Safeguards, evidenced by rules or bylaws, shall also be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee must immediately notify the Department in writing of any actual or potential conflicts of interest, as well as any actions that create or which appear to create a conflict of interest.

- B. Interest of Public Officials/Employees

- (1) Governmental Entity If the Grantee is a governmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. Further, Grantee certifies that no officer or employee of the Grantee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in

the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any contract negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

- (2) Nongovernmental Entity If the Grantee is a nongovernmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. If such a conflict or appearance thereof exists or arises, the Grantee must provide immediate notification to the Department as provided in Section 5.8A. The Department may, in its discretion, issue Grant Funds if it determines that appropriate safeguards are in place and that it is in the best interest of the State to proceed.

Violations of Section 5.8 may result in suspension or termination of this Agreement, and recovery of Grant Funds provided hereunder. Violators may also be criminally liable under other applicable State or Federal laws and subject to actions up to and including felony prosecution.

- C. Bonus or Commission Prohibited The Grantee shall not pay any bonus or commission for the purpose of obtaining the grant awarded under this Agreement.
- D. Hiring State Employees Prohibited No State officer or employee may be hired to perform services under this Agreement, or be paid with Grant Funds derived directly or indirectly through this grant without the written approval of the Department.

5.9 APPLICABLE STATUTES

- A. Grantee Responsibility All applicable Federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Department shall not be responsible for monitoring Grantee's compliance.
- B. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 205/2.1) No grant award Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Department identifying each beneficiary of the land trust by name and address and defining such interest therein.
- C. Historic Preservation Act (20 ILCS 3420/1 et seq.) The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency.
- D. State of Illinois Discrimination Laws (775 ILCS 5/1-101 et seq.) In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Grantee's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- E. Drugfree Workplace Act (30 ILCS 580/1 et seq.) Grantee will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act that are

applicable to the Grantee. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

- F. Freedom of Information Act (5 ILCS 140/1 et seq.) Applications, programmatic reports and other information obtained by the Department under this Agreement shall be administered pursuant to the Freedom of Information Act.
- G. Prevailing Wage Act (820 ILCS 130/0.01 et seq.) All projects for the construction or demolition of fixed works which are financed in whole or in part with bonds, grants, loans, or other funds made available by or through the State or any of its political subdivisions; including the Grant Funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01) unless the provisions of that Act exempt its application. In implementing the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction or demolition a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract. If the Grantee has awarded work without a contract, it shall provide the aforementioned written notice to the contractor on a separate document. The provisions of the Prevailing Wage Act apply to both contractors and sub-contractors performing work on any project funded by this grant.
- H. Victims Economic Security and Safety Act (820 ILCS 180 et seq.) If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve month period to address the domestic violence, pursuant to the Victims Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.
- I. Equal Pay Act of 2003 (820 ILCS 112 et seq.) If the Grantee has four or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.
- J. Steel Products Procurement Act (30 ILCS 565 et seq.) The grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this grant for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

5.10 MISCELLANEOUS PROVISIONS

- A. Independence of Grantee Personnel All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed by or contracted with Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing its employees. Neither Grantee nor its personnel shall be considered to be the agents or employees of the Department.
- B. Grantor Authority The Department and its payroll employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.
- C. Governing Law This Grant is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law.
- D. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes The Grantee shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.
- E. Delivery of Grantee Payments Payment to the Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the person and place specified in the Notice of Grant Award. The Grantee may change the person to whom payments are sent, or the place to which payments are sent by written notice to the Department signed by the Grantee, that complies with the requirements of Section 5.10(F) below. No such change or payment notice shall be binding upon the Department until ten (10) business days after actual receipt.
- F. Notice Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in the Notice of Grant Award by any of the following means: (a) personal service, (b) electronic communication, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received five (5) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.
- The Grantee acknowledges and agrees that its address set forth in the Notice of Grant Award is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Department is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Department of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Program Manager and notify him/her of said change of address and a formal modification will be executed.
- G. Required Notice Grantee agrees to give prompt notice to the Department of any event that may materially affect the performance required under this Agreement. Any notice or approval relating to Section 5.5 (Termination), Section 5.7C (Discretionary Modifications), Section 5.7E (Waivers), and Section 5.10I (Assignment) must be executed by the Director of the Department or her/his authorized designee.
- H. Modifications A modification of any condition of this Agreement must be requested in writing. No modification of any condition of this Agreement may be effective unless in writing from and signed by the Director of the Department.

- I. Assignment The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the express written approval of the Department acting through its Director. Any assignment by the Grantee in violation of this provision renders this Agreement voidable by the Department.
- J. Severability Clause If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement, which can be given effect without the invalid provision or application.
- K. Integration Clause This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
- L. Comptroller Filing Notice The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by the Department with the State Comptroller.
- M. Subcontract and Grants The Grantee's services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Grantee without prior written approval of the Department, unless such subcontracts or subgrants are provided for elsewhere in this Agreement. Any subcontracts or subgrants shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement. For the Department to approve the use of any subcontract or subgrant, the Grantee must employ an open, impartial and reasonably competitive selection process.
- N. Attorney Fees and Costs If the Department is the prevailing party in any proceeding to enforce the terms of this Agreement, the Department has the right to recover reasonable attorney fees, costs and expenses associated with recovering the Grant Funds.

**PART VI
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

6.1 COMPLIANCE WITH APPLICABLE LAW

The Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

6.2 CONFLICT OF INTEREST

The Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee's services and obligations under this Agreement.

6.3 BID-RIGGING/BID-ROTATING

The 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 Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

6.4 DEFAULT ON EDUCATIONAL LOAN

The Grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 DRUGFREE WORKPLACE ACT

The Grantee certifies that:

- A) It is a Corporation, Partnership, or other entity (other than an individual) **with 24 or fewer employees** at the time of execution of this Agreement.
- B) That the purpose of this grant is to fund solid waste reduction.
- C) X It is a Corporation, Partnership, or other entity (other than an individual) **with 25 or more employees** at the time of execution of this Agreement, or
- D) That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this grant is five thousand dollars (\$5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

- (a) Publishing a statement:
 - (i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
 - (ii) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (iii) Notifying the employee that, as a condition of employment on such grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the Grantee's policy of maintaining a drug free workplace;
 - (iii) any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the granting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 ANTI-BRIBERY

The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission

of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).

6.8 DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT

The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et seq.)

6.9 SEXUAL HARASSMENT

The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

6.10 INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).

6.11 FEDERAL, STATE AND LOCAL LAWS; TAX LIABILITIES; STATE AGENCY DELINQUENCIES

The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Department shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Department. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

6.12 PROHIBITION OF GOODS DERIVED FROM CHILD LABOR

The Grantee certifies, in accordance with Public Act 94-0264, that no foreign-made equipment, materials, or supplies furnished to the State in connection with this Agreement have been produced in whole or in part by the labor of any child under the age of 12.

6.13 PREVAILING WAGE

The Grantee acknowledges that receipt of Grant Funds under this Agreement require compliance with the Prevailing Wage Act (820 ILCS 130 et. seq.). Persons willfully failing to comply with, or willfully violating this Act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.14 LIEN WAIVERS

The Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

6.15 INTERAGENCY WETLAND POLICY ACT

The Grantee certifies that the proposed project is compatible with established state policy regarding wetlands, pursuant to the Interagency Wetland Policy Act of 1989. The Grantee acknowledges that the Illinois Department of Natural Resources may, from time to time, monitor the proposed project to ensure continued compliance with the aforementioned Act. In the event that the project does not remain in compliance with the Act, such noncompliance shall constitute a breach of the Agreement, and failure to cure the breach within sixty (60) days after notice thereof will result in the termination of this Agreement.

June 28, 2010

Pier Odonne
President
Fermi Research Alliance, LLC
PO Box 500
Batavia, IL 60510-5011

Dear Mr. Odonne,

The Department of Commerce and Economic Opportunity (DCEO) would like to welcome you to our community of grantees, and congratulate you on your grant award (10-203828). You are now an active participant in the process of working toward the accomplishment of the economic development goals of the State of Illinois, DCEO, and your own organization.

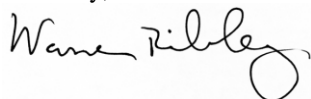
DCEO is the lead state agency responsible for improving Illinois' competitiveness in the global economy. Guided by an innovative regional approach, DCEO administers a wide range of economic and workforce development programs, services and initiatives designed to create and retain high quality jobs and build strong communities. DCEO leads the Illinois economic development process in partnership with businesses, local governments, workers and families.

This "Welcome Package" is intended to provide you with critical information about and requirements of your grant award. Your success in accomplishing the goals and objectives agreed to and stated in your grant agreement is our success in working toward DCEO's economic development mission for the State of Illinois. To assure your success and to provide accountability for the funds entrusted to DCEO, we will review your grant's progress toward the achievement of goals and will provide oversight of grant-related deliverables and expenditures. DCEO will make every effort to provide you with the information and assistance you need to reach your goals and to maintain compliance with your grant responsibilities. It is our hope that you will contact us when you have questions or concerns about complying with the requirements or terms and conditions of the grant agreement.

To facilitate ongoing communication and to provide you with an electronic means to submit your reports, grantees with Internet access are encouraged to use email to submit your reports, documentation and other correspondence. Additional general information is available at the DCEO Office of Accountability's website <http://www.ildceo.net/accountability> to assist you in the management and administration of your grant. Grantees without Internet access will need to use other traditional means of communication with their assigned grant manager.

Once again, we congratulate you on your grant award and look forward to working in partnership with you to achieve our economic development goals.

Sincerely,



Warren Ribley
Director

Internet Address <http://www.commerce.state.il.us>

620 East Adams Street
Springfield, Illinois 62701-1615
217/782-7500
TDD: 800/785-6055

James R. Thompson Center
100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601-3219
312/814-7179
TDD: 800/785-6055

2309 West Main, Suite 118
Marion, Illinois 62959-1180
618/997-4394
TDD: 800/785-6055

Grant Program Contact Information

For Grant Questions, Contact the Grant Manager

Name David E. Parr
Program Grant Management Program 01
DCEO Bureau Director's Office
Email David.Parr@illinois.gov
Phone 217-558-6027
Fax (217)-557-9883

Address

500 E Monroe St
Springfield, IL 62701

For Audit Questions, Contact the Audit Unit

Name Ron Hazelwood
Email externalauditunit@illinois.gov
Phone (217) 524-4845
Fax (217) 558-6971

Address

500 E Monroe St
Springfield, IL 62701

For Financial Closeout Questions, Contact the Program Accountant

Name John Prief
Email John.Prief@illinois.gov
Phone 217-785-6436
Fax (217) 524-8680

Address

500 E Monroe St
Springfield, IL 62701

Report Deliverable Schedule

Program Name: Grant Management Program 01
DCEO Bureau: Director's Office

Grant Begin Date: 06/01/2010
Grant End Date: 05/31/2012

External Audit Reports may be required. Refer to Section 3.1 of your Grant Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

Additional Instructions:

September 2010

- Quarterly Financial Status progress report (09/30/2010) - Covering Period of 06/01/2010 - 08/31/2010; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.
- Quarterly Project Status progress report (09/30/2010) - Covering Period of 06/01/2010 - 08/31/2010; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.

December 2010

- Quarterly Financial Status progress report (12/30/2010) - Covering Period of 09/01/2010 - 11/30/2010; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.
- Quarterly Project Status progress report (12/30/2010) - Covering Period of 09/01/2010 - 11/30/2010; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.

March 2011

- Quarterly Financial Status progress report (03/30/2011) - Covering Period of 12/01/2010 - 02/28/2011; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.
- Quarterly Project Status progress report (03/30/2011) - Covering Period of 12/01/2010 - 02/28/2011; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.

June 2011

- Annual Audit Information (Section 3.1) (06/30/2011) - Covering Period of 10/01/2009 - 09/30/2010; Send To: Program Auditor

- Quarterly Financial Status progress report (06/30/2011) - Covering Period of 03/01/2011 - 05/31/2011; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.
- Quarterly Project Status progress report (06/30/2011) - Covering Period of 03/01/2011 - 05/31/2011; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.

September 2011

- Quarterly Financial Status progress report (09/30/2011) - Covering Period of 06/01/2011 - 08/31/2011; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.
- Quarterly Project Status progress report (09/30/2011) - Covering Period of 06/01/2011 - 08/31/2011; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.

December 2011

- Quarterly Financial Status progress report (12/30/2011) - Covering Period of 09/01/2011 - 11/30/2011; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.
- Quarterly Project Status progress report (12/30/2011) - Covering Period of 09/01/2011 - 11/30/2011; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.

March 2012

- Quarterly Financial Status progress report (03/30/2012) - Covering Period of 12/01/2011 - 02/29/2012; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.
- Quarterly Project Status progress report (03/30/2012) - Covering Period of 12/01/2011 - 02/29/2012; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.

June 2012

- Annual Audit Information (Section 3.1) (06/30/2012) - Covering Period of 10/01/2010 - 09/30/2011; Send To: Program Auditor

July 2012

- Quarterly Financial Status progress report (07/02/2012) - Covering Period of 03/01/2012 - 05/31/2012; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.

- Quarterly Project Status progress report (07/02/2012) - Covering Period of 03/01/2012 - 05/31/2012; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.
- End of grant Final Financial Status report (07/15/2012) - Covering Period of 06/01/2010 - 05/31/2012; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.
- End of grant Final Project Status report (07/15/2012) - Covering Period of 06/01/2010 - 05/31/2012; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.

June 2013

- Annual Audit Information (Section 3.1) (06/30/2013) - Covering Period of 10/01/2011 - 09/30/2012; Send To: Program Auditor

What you can find on the Office of Accountability Website

The Office of Accountability website is located at <http://www.ildceo.net/accountability>.

Additional Internet Resources

Helpful on-line links and references to other DCEO websites, Federal Regulations, State of Illinois links, and resources for grants management.

Grant Glossary of Terms and Acronyms

Definitions of terms used throughout the grant cycle, as well as the explanation of commonly-used acronyms.

Grants Monitoring Overview

Explanations of the various types of Monitoring and Reporting, including what you can expect and what types of activities may be involved.

Legal Issues

Legal information with which all grantees must be familiar. Refer to the Accountability Office site to learn more about the Grant Funds Recovery Act, Conflict of Interest, and other important legal issues.

Reporting Requirements

Grantees are required to submit reports to DCEO as outlined in the Welcome Package Reports Deliverable Schedule. The templates for the Quarterly Financial Report and the Quarterly Project Status Report are located at: <http://www.ildceo.net/dceo/Bureaus/Office+of+Accountability/Reporting>. Grantees are required to use these forms when submitting their quarterly status reports to DCEO. Preference is that grantees complete the reports electronically and email to their DCEO contact.

Supporting Documentation Guidelines

Grantees are required to adhere to the Supporting Documentation Guidelines located at: <http://www.ildceo.net/dceo/Bureaus/Office+of+Accountability/Reporting>. Section I of the Guidelines indicates the supporting documentation that grantees are required to submit with their quarterly status reports. Section II of the Guidelines provides examples of supporting documentation that the grantee is required to maintain onsite or provide at the request of DCEO to support the grant expenditures.

Noncompliance Process

Information on the noncompliance process is located at: <http://www.ildceo.net/dceo/Bureaus/Office+of+Accountability/Noncompliance/>. The site includes information on what grantees should expect if they do not meet the terms and conditions of their grant, and the assistance available to grantees to re-establish compliance. The Legal requirements and processes describe how and when DCEO's legal staff, in accordance with the Grant Funds Recovery Act, become involved when grantees become non-compliant with the terms of their grant agreements.

Requirements of DCEO Grantees

A listing of requirements that you may be required to follow. Certain regulations must be adhered to such as enforcing a Drug-Free Workplace, following the Americans with Disabilities Act, establishing a Policy on Sexual Harassment, and more. You can also find detailed instructions about what a grantee must do to comply, as well as information about the consequences of non-compliance.

June 28, 2010

Pier Odonne
President
Fermi Research Alliance, LLC
PO Box 500
Batavia, IL 60510-5011

Dear Mr. Odonne,

The Department of Commerce and Economic Opportunity (DCEO) would like to welcome you to our community of grantees, and congratulate you on your grant award (10-203829). You are now an active participant in the process of working toward the accomplishment of the economic development goals of the State of Illinois, DCEO, and your own organization.

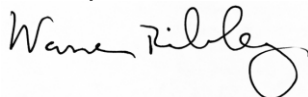
DCEO is the lead state agency responsible for improving Illinois' competitiveness in the global economy. Guided by an innovative regional approach, DCEO administers a wide range of economic and workforce development programs, services and initiatives designed to create and retain high quality jobs and build strong communities. DCEO leads the Illinois economic development process in partnership with businesses, local governments, workers and families.

This "Welcome Package" is intended to provide you with critical information about and requirements of your grant award. Your success in accomplishing the goals and objectives agreed to and stated in your grant agreement is our success in working toward DCEO's economic development mission for the State of Illinois. To assure your success and to provide accountability for the funds entrusted to DCEO, we will review your grant's progress toward the achievement of goals and will provide oversight of grant-related deliverables and expenditures. DCEO will make every effort to provide you with the information and assistance you need to reach your goals and to maintain compliance with your grant responsibilities. It is our hope that you will contact us when you have questions or concerns about complying with the requirements or terms and conditions of the grant agreement.

To facilitate ongoing communication and to provide you with an electronic means to submit your reports, grantees with Internet access are encouraged to use email to submit your reports, documentation and other correspondence. Additional general information is available at the DCEO Office of Accountability's website <http://www.ildceo.net/accountability> to assist you in the management and administration of your grant. Grantees without Internet access will need to use other traditional means of communication with their assigned grant manager.

Once again, we congratulate you on your grant award and look forward to working in partnership with you to achieve our economic development goals.

Sincerely,



Warren Ribley
Director

Internet Address <http://www.commerce.state.il.us>

620 East Adams Street
Springfield, Illinois 62701-1615

217/782-7500
TDD: 800/785-6055

James R. Thompson Center
100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601-3219

312/814-7179
TDD: 800/785-6055

2309 West Main, Suite 118
Marion, Illinois 62959-1180

618/997-4394
TDD: 800/785-6055

Grant Program Contact Information

For Grant Questions, Contact the Grant Manager

Name David E. Parr
Program Grant Management Program 01
DCEO Bureau Director's Office
Email David.Parr@illinois.gov
Phone 217-558-6027
Fax (217)-557-9883

Address

500 E Monroe St
Springfield, IL 62701

For Audit Questions, Contact the Audit Unit

Name Ron Hazelwood
Email externalauditunit@illinois.gov
Phone (217) 524-4845
Fax (217) 558-6971

Address

500 E Monroe St
Springfield, IL 62701

For Financial Closeout Questions, Contact the Program Accountant

Name John Prief
Email John.Prief@illinois.gov
Phone 217-785-6436
Fax (217) 524-8680

Address

500 E Monroe St
Springfield, IL 62701

Report Deliverable Schedule

Program Name: Grant Management Program 01
DCEO Bureau: Director's Office

Grant Begin Date: 06/01/2010
Grant End Date: 05/31/2012

External Audit Reports may be required. Refer to Section 3.1 of your Grant Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

Additional Instructions:

September 2010

- Quarterly Financial Status progress report (09/30/2010) - Covering Period of 06/01/2010 - 08/31/2010; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.
- Quarterly Project Status progress report (09/30/2010) - Covering Period of 06/01/2010 - 08/31/2010; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.

December 2010

- Quarterly Financial Status progress report (12/30/2010) - Covering Period of 09/01/2010 - 11/30/2010; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.
- Quarterly Project Status progress report (12/30/2010) - Covering Period of 09/01/2010 - 11/30/2010; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.

March 2011

- Quarterly Financial Status progress report (03/30/2011) - Covering Period of 12/01/2010 - 02/28/2011; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.
- Quarterly Project Status progress report (03/30/2011) - Covering Period of 12/01/2010 - 02/28/2011; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.

June 2011

- Annual Audit Information (Section 3.1) (06/30/2011) - Covering Period of 10/01/2009 - 09/30/2010; Send To: Program Auditor

- Quarterly Financial Status progress report (06/30/2011) - Covering Period of 03/01/2011 - 05/31/2011; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.
- Quarterly Project Status progress report (06/30/2011) - Covering Period of 03/01/2011 - 05/31/2011; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.

September 2011

- Quarterly Financial Status progress report (09/30/2011) - Covering Period of 06/01/2011 - 08/31/2011; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.
- Quarterly Project Status progress report (09/30/2011) - Covering Period of 06/01/2011 - 08/31/2011; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.

December 2011

- Quarterly Financial Status progress report (12/30/2011) - Covering Period of 09/01/2011 - 11/30/2011; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.
- Quarterly Project Status progress report (12/30/2011) - Covering Period of 09/01/2011 - 11/30/2011; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.

March 2012

- Quarterly Financial Status progress report (03/30/2012) - Covering Period of 12/01/2011 - 02/29/2012; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.
- Quarterly Project Status progress report (03/30/2012) - Covering Period of 12/01/2011 - 02/29/2012; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.

June 2012

- Annual Audit Information (Section 3.1) (06/30/2012) - Covering Period of 10/01/2010 - 09/30/2011; Send To: Program Auditor

July 2012

- Quarterly Financial Status progress report (07/02/2012) - Covering Period of 03/01/2012 - 05/31/2012; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.

- Quarterly Project Status progress report (07/02/2012) - Covering Period of 03/01/2012 - 05/31/2012; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.
- End of grant Final Financial Status report (07/15/2012) - Covering Period of 06/01/2010 - 05/31/2012; Send To: Grant Manager
 - Supporting Documents: For any single expenditure at or above \$30,000 for each individual Grant Budget line item : Vendor invoice, contractor pay request w/ associated schedule of values, or payroll records - as well as a copy of the associated proof of payment.
- End of grant Final Project Status report (07/15/2012) - Covering Period of 06/01/2010 - 05/31/2012; Send To: Grant Manager
 - Supporting Documents: Copies of third-party contracts, and documentation to verify programmatic activities were conducted - such as sign-in sheets, brochures/fliers, etc.

June 2013

- Annual Audit Information (Section 3.1) (06/30/2013) - Covering Period of 10/01/2011 - 09/30/2012; Send To: Program Auditor

What you can find on the Office of Accountability Website

The Office of Accountability website is located at <http://www.ildceo.net/accountability>.

Additional Internet Resources

Helpful on-line links and references to other DCEO websites, Federal Regulations, State of Illinois links, and resources for grants management.

Grant Glossary of Terms and Acronyms

Definitions of terms used throughout the grant cycle, as well as the explanation of commonly-used acronyms.

Grants Monitoring Overview

Explanations of the various types of Monitoring and Reporting, including what you can expect and what types of activities may be involved.

Legal Issues

Legal information with which all grantees must be familiar. Refer to the Accountability Office site to learn more about the Grant Funds Recovery Act, Conflict of Interest, and other important legal issues.

Reporting Requirements

Grantees are required to submit reports to DCEO as outlined in the Welcome Package Reports Deliverable Schedule. The templates for the Quarterly Financial Report and the Quarterly Project Status Report are located at: <http://www.ildceo.net/dceo/Bureaus/Office+of+Accountability/Reporting>. Grantees are required to use these forms when submitting their quarterly status reports to DCEO. Preference is that grantees complete the reports electronically and email to their DCEO contact.

Supporting Documentation Guidelines

Grantees are required to adhere to the Supporting Documentation Guidelines located at: <http://www.ildceo.net/dceo/Bureaus/Office+of+Accountability/Reporting>. Section I of the Guidelines indicates the supporting documentation that grantees are required to submit with their quarterly status reports. Section II of the Guidelines provides examples of supporting documentation that the grantee is required to maintain onsite or provide at the request of DCEO to support the grant expenditures.

Noncompliance Process

Information on the noncompliance process is located at: <http://www.ildceo.net/dceo/Bureaus/Office+of+Accountability/Noncompliance/>. The site includes information on what grantees should expect if they do not meet the terms and conditions of their grant, and the assistance available to grantees to re-establish compliance. The Legal requirements and processes describe how and when DCEO's legal staff, in accordance with the Grant Funds Recovery Act, become involved when grantees become non-compliant with the terms of their grant agreements.

Requirements of DCEO Grantees

A listing of requirements that you may be required to follow. Certain regulations must be adhered to such as enforcing a Drug-Free Workplace, following the Americans with Disabilities Act, establishing a Policy on Sexual Harassment, and more. You can also find detailed instructions about what a grantee must do to comply, as well as information about the consequences of non-compliance.



**Illinois Historic
Preservation Agency**

FAX (217) 782-8161

1 Old State Capitol Plaza • Springfield, Illinois 62701-1512 • www.illinois-history.gov

DuPage County
Batavia

Design and New Construction of Illinois Accelerator Research Center, Fermi
National Accelerator Laboratory
West of Existing Heavy Assembly Building between D Road and Inner Ring Road
DCEO-GOV100032, DCEO2-GOV100033
IHPA Log #005062310

June 24, 2010

Mary Feagans
IL Department of Commerce and Economic Opportunity
620 East Adams
Springfield, IL 62701

Dear Ms. Feagans:

We have reviewed the documentation submitted for the referenced project(s) in accordance with 36 CFR Part 800.4. Based upon the information provided, no historic properties are affected. We, therefore, have no objection to the undertaking proceeding as planned.

Please retain this letter in your files as evidence of compliance with section 106 of the National Historic Preservation Act of 1966, as amended. This clearance remains in effect for two years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the Illinois Human Skeletal Remains Protection Act (20 ILCS 3440).

If you have any further questions, please contact me at 217/785-5027.

Sincerely,

Anne E. Haaker

Anne E. Haaker
Deputy State Historic
Preservation Officer

c: Mary Jo Lyke, Fermi National Accelerator Laboratory

RECEIVED

JUN 28 2010

ACCOUNTING DEPARTMENT



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

Pat Quinn, Governor
Marc Miller, Director

June 23, 2010

Rod Walton
Fermi Research Alliance
PO Box 500
Batavia, IL 60510 5011

Re: The Illinois Accelerator Research Center
Project Number(s): 1010629 [GOV100032, Gov100033]
County: DuPage

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 and 1090 is terminated.

Consultation for Part 1075 is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary. Consultation for Part 1090 (Interagency Wetland Policy Act) is valid for three years.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database and the Illinois Wetlands Inventory at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

Michael Branham
Division of Ecosystems and Environment
217-785-5500