

CLEVELAND PUBLIC LIBRARY

Finance Committee

October 17, 2017

RESOLUTION TO ACCEPT GRANT, AS A SUBRECIPIENT, FROM INTERNET ARCHIVE THROUGH INSTITUTE OF MUSEUM AND LIBRARY SERVICES (IMLS) TO CREATE COMMUNITY HISTORY WEB ARCHIVES

WHEREAS, The Internet Archive is a non-profit digital internet library and web archiving service for collecting and accessing cultural heritage from the internet; and

WHEREAS, The Internet Archive received a grant from the Institute of Museum and Library Services to provide a program called “Community Webs” to train fifteen public librarians on using web archives to capture historically valuable web materials documenting their local communities; and

WHEREAS, CPL applied for and received a grant as a subrecipient from the Internet Archive to participate in the Community Webs program, and CPL entered into a Subaward Agreement with the Internet Archive on October 5, 2017; and

WHEREAS, The grant will provide the Library with reimbursement of up to \$8,500 to cover the costs of staff travel to in-person training events, staff development, and hosting local programming at the Library. The grant will also provide a five-year subscription to Archive-It for web archiving service and support valued at \$5,000.00 per year; now therefore be it

RESOLVED, That the Board of Trustees of the Cleveland Public Library, pursuant to the authority set forth in R.C. §3375.40(K), hereby accepts from the Internet Archive a sub-grant in an amount up to \$8,500.00 cash and \$25,000.00 in an in-kind contribution for a total value of \$33,500.00; and be it further

RESOLVED, That the Board of Library Trustees hereby ratifies the agreement entered into by the Library on October 5, 2017 for the award as subrecipient of a grant from the Internet Archive.

SUBAWARD AGREEMENT

Between

INTERNET ARCHIVE

And

Cleveland Public Library

under

IMLS GRANT # RE 85-17-0060-17 (Prime Agreement)

“Community Webs: Empowering Public Librarians to Create Community History Web Archives.”

from

INSTITUTE OF MUSEUM AND LIBRARY SERVICES (IMLS) (Prime Sponsor)

This Subaward Agreement (the “Agreement”) is made by and between the Internet Archive, hereinafter referred to as IA, and Cleveland Public Library, hereinafter referred to as SUBRECIPIENT, for the conduct of certain Work, upon the following terms and conditions and Exhibits **as required**, attached, which are incorporated herein for all purposes.

- 1. Statement of Work.** Subrecipient shall use all reasonable efforts to conduct the work indicated in Exhibit A (Scope of Work).
- 2. Period of Performance.** The anticipated period of performance shall extend from June 01, 2017 to May 31, 2019.
- 3. Key Personnel.** Subrecipient's performance under this Agreement shall be under the direction of Susan Goldstein who is considered essential to the Work. Substitutions or substantial reduction in Susan Goldstein's level of effort will be only for compelling reasons and with the prior written approval of IA.
- 4. Estimated Cost.** The total estimated cost of performing the Work is budgeted at \$33,500 in grant funds. This includes \$8,500 in direct funding for travel to the project's two in-person training and cohort events, travel to local and national conferences, for hosting local programming and events, and for affiliated professional development. Additionally, SUBRECIPIENT will receive a five-year subscription to Archive-It, totaling \$25,000. It is contemplated that funds presently obligated to this contract will cover the work to be performed through May 31, 2019. In no event shall IA be liable for reimbursement of any cost that would result in cumulative payment under this Agreement exceeding the total estimated cost unless this Agreement is modified in writing in

accordance with Section 22.

5. Allowable Costs. The allowable costs under this Agreement shall be determined in accordance with the cost categories applicable to the Subrecipients' Scope of Work and incorporated in the Cleveland Public Library project proposal and approved by the sponsoring organization.

6. Budget. The Budget (Exhibit B) lists costs and categories of costs approved to fund the Subrecipient's performance of the Work.

7. Invoicing. The Subrecipient shall submit invoices no more frequently than a quarterly basis, but not less than annually. In order to be eligible for reimbursement, invoices shall adhere to the following:

a. Invoice format should include the date of invoice, name and address of the Subrecipient, the IMLS Award Agreement number, and date range for expenses billed.

b. Be in English and U.S. dollars for allowable, approved costs incurred in accordance with the terms of this Agreement.

c. Shall display existing or expected expenses for reimbursement or payment in advance, itemized by budget category, for current expenses, cumulative and cost share obligations reflecting the life of the award unless otherwise indicated pursuant to Exhibit B.

d. IA must be in receipt of all invoices under this Agreement, including the final invoice (marked "FINAL"), no later than 30 days after the termination of this Agreement or the invoices may not be honored by IA.

e. Include certification signed by an authorized representative of the Subrecipient on each invoice that the costs are the actual or expected costs as recorded in Subrecipient's records and as expended or expected for the Work actually performed in accordance with the terms of this Agreement. For expenses requested in advance, the Subrecipient will send itemized receipts documenting expenditures once expenses are incurred.

8. Payment. Payment will be in U.S. dollars, for allowable, approved expenses made upon receipt of invoice. Payment shall be contingent upon the availability of funding from the Prime Sponsor under the Prime Agreement and upon Subrecipient's compliance with the terms and conditions, including the interim and final reporting requirements of this Agreement. The final payment under this Agreement shall be made upon receipt by IA of all services, reports and/or supplies called for hereunder. All payments shall be subject to correction and adjustment upon audit or any disallowance. The Subrecipient is solely responsible for reimbursing IA for amounts paid to the Subrecipient but disallowed under the terms of this Agreement. Any non-compliance with the terms and conditions of

this Agreement may result in the withholding of payment and/or immediate termination in accordance with Section 16 (Termination).

9. Audit. Subrecipient is subject to the requirements of Subpart F (Audit Requirements) of 2 CFR part 200. Without limiting the foregoing, IA, the Prime Sponsor or their duly authorized representatives shall, until three years after final payment under this Agreement, have access to any of the Subrecipient's records related to this Agreement for the purpose of making audits, examination excerpts and transcriptions. Upon reasonable notice IA or the Prime Sponsor shall have access to the Subrecipient's records during normal business hours. The period of access for records relating to appeals under a dispute, litigation or settlement of claims arising from the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken, shall continue until such appeals, litigation, claims, or exceptions are disposed of.

10. Reports. Subrecipient agrees to provide IA with interim and final program progress narratives and financial information necessary to ensure the timely reporting to IMLS, according to the Reporting Schedule in Exhibit B.

11. Authorized Representatives.

Technical Matters:

For Subrecipient: Chatham Ewing
Contact Details:
Phone: 216.6232813
Email: chatham.ewing@cpl.org

For Internet Archive:
Jefferson Bailey
Internet Archive
300 Funston
San Francisco, CA 94118
Phone: 415-561-6767
Email: jefferson@archive.org

Business Matters:

For Subrecipient: Chatham Ewing
Contact Details:
Phone: 216.6232813
Email: chatham.ewing@cpl.org
For Internet Archive:
Jefferson Bailey
Internet Archive
300 Funston
San Francisco, CA 94118

Phone: 415-561-6767
Email: jefferson@archive.org

Invoicing Matters:

For Subrecipient: Chatham Ewing
Contact Details:
Phone: 216.6232813
Email: chatham.ewing@cpl.org

For Internet Archive:
Jacques Cressaty
Internet Archive
300 Funston
San Francisco, CA 94118
Phone: 415-561-6767
Email: jacques@archive.org

Authorized Official:

For Subrecipient: Felton Thomas
Contact Details:
Phone: 216.623.2826
Email: felton.thomas@cpl.org

For Internet Archive:
Brewster Kahle
Internet Archive
300 Funston
San Francisco, CA 94118
Phone: 415-561-6767
Email: brewster@archive.org

12. General Conditions. The Work is subject to the following:

- a. Subrecipient shall comply with all federal/state/local/laws and regulations applicable to the Work being performed under this Agreement. Should Subrecipient fail to comply, IA in its sole discretion may terminate the Agreement in accordance with Section 16 (Termination).

- b. General Terms and Conditions for IMLS Discretionary Grant and Cooperative Agreement Awards (For Awards Made After December 26, 2014) and 2 CFR part 200, as adopted by IMLS at 2 CFR part 3187. Laws and requirements that relate specifically to IMLS awards include but are not limited to: IMLS authorization statute (20 U.S.C. §9101, et seq.), IMLS's African American grant program statutes (20 U.S.C. §80r-5), IMLS appropriation laws and IMLS regulations (45

CFR Chapter XI and 2 CFR Chapter XXXI).

c. Subrecipient agrees to permit access by duly authorized representatives of IA or the Prime Sponsor to Subrecipient's records and financial statements as necessary to ensure compliance pursuant to this clause.

13. Intangible Property. “Intangible Property” means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property. Subrecipient may copyright any Intangible Property (that is subject to copyright) developed by Subrecipient in the performance of the Work. Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Awards). Subrecipient hereby grants to IA and the Prime Sponsor a royalty-free, worldwide, nonexclusive and irrevocable right to obtain, reproduce, make derivative works, display, perform, publish or otherwise use any copyrightable work and data produced under the Work for non-commercial, academic, research and Federal purposes, to authorize others to do so, and to otherwise enable IA to meet its obligations under the Prime Agreement.

Sharing of Results and Work Product

IMLS encourages creators of works resulting from IMLS funding to share their work whenever possible through forums such as institutional or disciplinary repositories, open-access journals, or other media. All work products resulting from IMLS funding should be distributed for free or at cost unless IMLS has given written approval for another arrangement. IMLS expects Subrecipient to ensure that final peer-reviewed manuscripts resulting from research conducted under an award are made available in a manner that permits the public to access, read, download, and analyze the work without charge.

Data Sharing

Research data sharing is an essential component of research and expedites the translation of research results into new knowledge and practices. If Subrecipient collects and analyzes data as part of an IMLS funded project, IMLS expects Subrecipient and/or IA to deposit data resulting from IMLS-funded research in a broadly accessible repository that allows the public to use the data without charge no later than the date upon which you submit your final report to IMLS. Subrecipient should deposit the data in a machine-readable, non-proprietary digital format to maximize search, retrieval, and analysis. IMLS recognizes that data sharing may be complicated or limited in some cases by institutional policies; local Institutional Review Board (IRB) rules; and local, state, and federal laws and regulations, including those protecting confidentiality and personal privacy. Additional guidance on statistical disclosure limitation methodology is available at www.imls.gov/research/research_guidance.aspx. Subrecipient should identify and explain the reasons for any limitations in your data management plan.

Acknowledgements

All materials publicizing or resulting from grant activities must contain an

acknowledgement of IMLS support, unless you are advised otherwise. This includes items such as invitations, brochures, and signage; audio/video programming for radio, television, or web broadcast; and electronic items such as websites and e-mail announcements. (See www.imls.gov/recipients/imls_acknowledgement.aspx for specific guidance).

14. Independent Contractor. In the performance of the Work hereunder, Subrecipient shall be an independent contractor and not an employee of IA. Subrecipient is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of IA.

15. Assignment. The Subrecipient may not assign, transfer or subcontract any part of this Agreement, any interest herein or claims hereunder, without the prior, written approval of IA.

16. Termination. Either the Subrecipient or IA may terminate this Agreement upon 30 days written notice. In addition, IA may suspend or terminate this Agreement immediately upon notice in the event of any suspension or termination of the Prime Agreement. In the event of termination, the Subrecipient will be reimbursed for all allowable, approved costs and non-cancelable commitments incurred prior to notice of termination in accordance with the terms of this Agreement. Upon termination, the Subrecipient shall refund to IA any unexpended or unobligated balance of funds advanced.

17. General Release. Subrecipient's acceptance of payment of the final invoice under this Agreement shall release IA from all claims of the Subrecipient, and from all liability to the Subrecipient concerning the Work, except where such claims or liabilities arise from any negligent act, error or omission of IA.

18. Changes. By mutual agreement, the Subrecipient and IA may make changes to the Work and to the terms of this Agreement. Any such changes shall be in the form of a written amendment signed by authorized contractual representatives of the Subrecipient and IA.

19. Limitation of Liability. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors, students, agents, or representatives to the extent allowed by law. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

20. Insurance Requirements; Proof of Insurance.

a. Subrecipient shall maintain in force for the duration of this Agreement the

following kinds and amounts of insurance: (i) Worker's compensation insurance meeting all federal and state laws with statutory limits and employer's liability insurance with limits of at least \$100,000; and (ii) comprehensive general liability insurance coverage for bodily injury liability.

b. Subrecipient agrees to provide IA, upon request, a certificate of insurance substantiating Subrecipient's compliance with the insurance requirements outlined in Section 20(a). Such certificate of insurance shall provide at a minimum, a period of coverage equal to the project budget period awarded in this Agreement.

21. Program Income. Subrecipient shall inform IA of any program income generated under this Agreement and agrees to Prime Sponsor's disposition instructions of such program income.

22. Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

23. Non-Waiver. The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

24. Export Control. Subrecipient shall comply with all export control laws and regulations in its performance of this Agreement.

25. Governing Law. This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of California, without regard to or application of conflicts of law rules or principles that would require the application of the laws of any other state.

26. Entire Agreement. This Agreement is the complete agreement of the Subrecipient and IA and supersedes all prior understandings regarding the Work. The order of precedence for interpretation of this Agreement shall be this Agreement then the Prime Agreement.

By signing below, Subrecipient acknowledges that it has read and understood this Agreement, that it agrees to be bound by the terms and conditions of this Agreement and that the individual signing this Agreement is a duly authorized representative of Subrecipient with authority to execute agreements on behalf of Subrecipient.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.



THE INTERNET ARCHIVE	INSTITUTION
By: 	By: X 
Name: Jefferson Bailey	Name: Timothy R. Diamond
Title: Director of Web Archiving	Title: Chief Knowledge Officer

Exhibit A: Scope of Work

Cleveland Public Library Scope of Work:

In support of this project, CLEVELAND PUBLIC LIBRARY will work with IA and grant participants as one of the project's "Library Leads" that provide extra guidance to the cohort on local history collecting and working with digital materials. This includes assisting with and advising on outreach, training, open educational resources, and curriculum development.

Other requirements include the following:

- Perform project activities averaging 2 hours a week in staff time
- Attend six project-related virtual trainings over the 2 years of the project
- Attend two in-person cohort meetings (1 meeting per year)
- Attend at least 2 local, regional, or national conference to present on, speak on, or promote the project among relevant professional communities
- Contribute to project-developed educational materials
- Publish on institution-specific outcomes (such as via blogging or writing case studies)
- Participate in the project's online cohort community via contribution to online forum, communication exchanges, meetings, calls, and other cohort activities

Exhibit B: Budget & Reporting Schedule

Cleveland Public Library will receive a stipend to sponsor travel to the project's two in-person training and cohort events, travel to local and national conferences to present their work and build their peer network in relation to project activities, for hosting local programming and events, and for affiliated professional development such as a related online class or training in related topics in digital curation.

This is a two-year project and below breakdown is in per-year costs.

Portion of stipend for local public programming and events: \$250 per year

Portion of stipend for professional development to provide extra training in digital preservation, storage, collection building, digitization, digital stewardship, other digital collection tools: \$500 per year

Portion of stipend for travel to cohort meetings: \$1000 per year

Portion of stipend for conference attendance: \$1500 per year

Portion of stipend to compensate for time spent as a Library Lead: \$1000 per year

Reporting Schedule

Submitted to the Internet Archive:

Year 1 Brief Interim Narrative and Financial Report: June 30 2018

Year 2 Brief Final Narrative and Financial Report: June 30 2019