

Request for Information for Upward Mobility Cohort

Purpose of solicitation	<p>The Urban Institute will select up to eight counties to compose a new <i>Upward Mobility Cohort</i>. Each member of the cohort will develop and launch efforts to narrow inequities and support upward mobility from poverty. These efforts will be informed by national and local data and community priorities.</p> <p>This solicitation invites applicants to submit a letter of interest; 20–25 selected finalists will be invited to submit full proposals.</p>
Eligibility	<p>This competition is open to any US county jurisdiction.</p>
Award	<p>Cohort members will receive technical assistance, peer learning opportunities, and grant of \$125,000 to support an 18-month engagement.</p>
RFI issue date	<p>August 14, 2020</p>
Deadline for submitting questions	<p>August 25, 2020</p>
Deadline for letters of interest	<p>September 16, 2020</p>
Notice of finalist selection decision to applicants	<p>October 19, 2020, with consultations on mobility metrics data with finalists to follow</p>
Full RFI deadline for selected finalists	<p>November 24, 2020</p>
Notice of decision to finalist applicants and public announcement	<p>December 31, 2020</p>
Implementation period	<p>January 2021–June 2022</p>

Opportunity

Boosting upward mobility and narrowing racial and ethnic inequities for children, youth, and adults stand as foremost challenges of our time. The COVID-19 crisis has only exacerbated the stagnating rates of economic mobility and structural barriers faced by people of color, highlighting the need for local leaders to promote inclusive recovery and equitable access to opportunity. Everyone deserves the chance to improve their lives: to move up and out of poverty, be valued and feel they belong, and have power and autonomy. A truly inclusive recovery leaves no one behind. And equitable access to opportunity recognizes that some groups, set back by a long history of racist policies and practices, need more targeted support to get to level ground. Even in this time of great need and limited resources, local leaders still have access to strategies and policy levers that can help achieve those goals.

But what does upward mobility mean in practice and how do we measure it? We start with a [broad definition of upward mobility](#) that extends beyond a simple focus on economic success to recognize the critical importance of power and autonomy and of being valued in community to more fully capture people's experiences with poverty. In 2019, we partnered with an expert working group to develop a way to measure that mobility, landing on a set of evidence-based metrics in such areas as education, health, housing, safety, and work. These metrics can help communities establish priorities, set targets, catalyze action, change policies and practices, and monitor their progress over time. (For more on the mobility metrics, see [this summary](#).)

Now it is time to take the next step—to work with local leaders in adopting and applying these metrics to their own work promoting upward mobility, and learning how the metrics might be refined for greater impact.

KEY TERMS

- *Upward mobility*: The ability for an individual or a family to improve their economic and social standing over their lifetime through increased economic success, power and autonomy, and a sense of being valued in their community.
- *Technical assistance*: Targeted support to an organization to help develop and deliver solutions to a need or a problem.
- *County leaders*: Elected and non-elected members of county government who have decisionmaking authority.
- *Mobility metrics*: A set of 25 measures, developed by an expert working group, that counties or cities can use to assess current conditions and monitor short- to medium-term progress on support for upward mobility. The mobility metrics are described in depth in "[Boosting Upward Mobility: Metrics to Inform Local Action](#)."
- *Mobility action plan*: A strategy informed by the mobility metrics, local data, and community voices that identifies local challenges and presents actionable strategies (policies, programs, and investments) to boost upward mobility and narrow equity gaps.
- *Mobility coalition*: A cross-sector group of local leaders and experts who will guide the development of the county's mobility action plan.

With support from the Bill and Melinda Gates Foundation, the Urban Institute will select up to eight counties to compose an Upward Mobility Cohort. Awardees will receive funding and 18 months of tailored technical assistance from Urban experts to help county leaders use the mobility metrics to inform

decisionmaking and develop a “mobility action plan.” This plan will reflect a comprehensive approach to upward mobility and will identify key challenges across policy areas that inhibit local mobility. The plan will also highlight strategies to improve local conditions for mobility and outcomes for residents, as informed by data and community voices. This Request for Information (RFI) invites county applicants to submit a letter of interest; 20–25 applicants will be selected as finalists and invited to submit full proposals to participate in the cohort.

Types of Support

Finalists for this RFI will receive limited technical assistance to interpret their mobility metrics data and inform their full proposal. The counties selected to participate in the Upward Mobility Cohort will benefit from the following:

- **Financial support.** Each county will receive \$125,000 in grant funding to support its engagement in the partnership. Funds can be used to support staff time on the project and associated direct costs.
- **Technical assistance.** Urban will provide tailored technical assistance (virtual and in-person, as conditions permit) over 18 months. This assistance will take multiple forms, including the following:
 - » **Data analysis.** Urban will work with county staff and cross-sector leaders to examine more deeply how the county’s mobility metrics compare with other jurisdictions. Through the technical assistance, Urban and the counties will analyze the mobility metrics and administrative data to better understand any disparities and help target strategies to places and people. Certain counties may also receive support to partner with Urban or another local research organization to collect original survey data for mobility metrics when national data are not available.
 - » **Stakeholder engagement.** Urban will support each county in developing a cross-sector “mobility coalition” of local leaders and experts—or partnering with an existing local coalition focused on mobility—who will guide development of the county-specific mobility action plan. This assistance will take the form of advising on identifying stakeholders and groups for outreach and contributing to planning and presenting at mobility coalition meetings.
 - » **Policy and programmatic advising.** Urban will help each county develop a mobility action plan that will demonstrate community priorities for promoting upward mobility as informed by the mobility metrics and local data. The plan will engage with all 25 metrics while highlighting particular challenges and policy areas. The plan will recommend evidence-informed policies and programs that have been shown to improve mobility outcomes in other communities. These strategies will cut across sectors and may include new proposed investments and revisions to existing policies and programs. Each county will receive advisory support on effective strategies from Urban researchers. Urban will also help each county consider approaches to implement these strategies, including through research on potential funding streams.
- **Peer-learning opportunities.** County leaders will participate in convenings (virtual and in-person, as conditions permit) to share knowledge across the cohort about strategies to promote upward mobility and help develop best practices. County leaders will also gain insights from experts from other organizations working on economic and social mobility who will participate in convenings and events.
- **Elevation of local efforts.** Through the technical assistance engagement, county leaders will have the opportunity to share their mobility work through Urban’s channels and contribute to the field.

After this 18-month period of technical assistance, which concludes in June 2022, the Upward Mobility Cohort counties should be prepared to implement their mobility action plans. This funding opportunity does not extend financial or other support for the implementation phase.

Urban's Goals and Commitments

Through this engagement, Urban aims to test and learn about the mobility metrics and how they can best inform local decisionmaking. We will take lessons from this engagement to revise the mobility metrics and their future use, if needed; ensure the metrics are relevant for a wide range of jurisdictions; and create new resources, including an implementation guide for communities of all sizes. Throughout the engagement, Urban's technical assistance will be complemented by continuous qualitative assessment to surface and share challenges and solutions.

As a technical assistance provider, Urban commits to supporting the work of the counties and other community stakeholders to bolster the conditions that support upward mobility. Urban commits to consistent and timely communication with county staff and engagement, carrying out all items discussed in "Types of Support" and the scope of work for the partnership, working with counties to meet established project deadlines, identifying appropriate subject-matter experts to inform the mobility coalition and mobility action plan, and providing copies of all technical assistance work products to its partners for review.

Expectations of Awardees

This engagement will require frequent communication and consistent partnership between Urban and a team of county staff led by a senior team member. To that end, selected applicants will be expected to perform the following tasks:

- **Assign senior leadership.** Assign a senior county staff member as primary point of contact. Also, assemble a team of county staff with the relevant skills and expertise to partner with the Urban technical assistance team to conduct the activities described above. The county team must have established support with the elected county leader(s), as demonstrated by a letter of commitment, and must keep elected leadership updated on project progress.
- **Prioritize upward mobility.** Commit to prioritizing boosting upward mobility from poverty, using Urban's three-part definition that includes economic success, power and autonomy, and being valued in community. Commit to using the full set of mobility metrics to inform strategy and action.
- **Sign a grant agreement.** The grant agreement will commit counties to participating in the Upward Mobility Cohort for 18 months from January 2021 to June 2022. Selected applicants will be expected to participate with the Urban technical assistance team in regular meetings (typically biweekly) and conduct agreed-upon work in between meetings; develop and manage a cross-sector mobility coalition of relevant community partners; and develop a mobility action plan with Urban technical assistance support.
- **Participate in cohort activities.** Attend and contribute to events and cohort meetings and webinars; and review and contribute to materials, including drafting reports on lessons learned and advising the development of Urban's Mobility Metrics Implementation Guide and a website of additional resources.
- **Actively participate and report on progress.** Throughout technical assistance and cohort activities, actively participate in the learning process by sharing lessons and takeaways and responding to questions from Urban. Awardees will use a template to report semiannual progress on grant-funded activities to Urban, as well as provide quarterly financial reports.

How to Apply

Please submit an application that answers the following questions. Each answer should be no more than 4,000 characters (including spaces), which is approximately 500–600 words.

Commitment to Mobility and Equity

It is important that counties demonstrate commitment to upward mobility and racial equity and, ideally, a history of addressing these issues. ***In your response, include at least one example of a county project that sought to increase upward mobility and address racial inequities and describe its impact.***

- What value would this engagement bring to your county and community?
- How does your county and its leadership currently prioritize boosting the upward mobility of residents through your programs, policies, and investments?
- Describe your county's commitment to advancing racial equity and reducing disparities. Why is racial equity important to your county's efforts to address upward mobility?

Cross-Sector Partnerships and Community Engagement

To engage effectively in this work to boost community-wide upward mobility, a county needs to have a strong set of partnerships, mechanisms for community engagement, and experience working across departments and sectors within and outside government. ***In your response, please include at least one example of a cross-sector partnership that your county has led, describing key goals, outcomes, and challenges of the partnership.***

- Describe your county's existing partnerships with cities and towns around efforts that promote upward mobility.
- Describe your existing mechanisms for soliciting feedback from and engaging with your county residents on important policy topics and strategies.
- Describe your county's existing partnerships with data partners (like universities or nonprofits) and other nonprofit, business, and philanthropic partners that will help support an effective engagement.

Capacity

This engagement will require a significant time commitment from staff from across multiple departments representing a range of roles and skills. It is important for county staff engaged in the process to understand local data systems and be interested in and able to interpret data and apply it to strategic planning and decisionmaking. ***In your response, please include at least one example of an initiative demonstrating your county's capacity to use data to inform decisionmaking and describe its impact.***

- Describe how you would staff the county project team that will partner with Urban. What key roles and skills will be needed?
- Describe your county's capacity to use data to inform policy and programmatic decisions (e.g., staff expertise, integrated data systems, experience with data-informed planning and policy).
- What capacity challenges do you envision needing to address to successfully participate in this engagement?

Agreement with Terms

Urban's standard terms and conditions, along with required flow-downs from our funders, are included in appendix A. Unless expressly noted in your response, submission of a proposal constitutes your agreement with the terms and conditions.

Submission Guidelines

Please submit your application via Urban’s online Qualtrics platform at [this link](#) by **11:59 p.m. EDT on September 16, 2020**. Applications received after the deadline will not be accepted. Revisions after submission cannot be accommodated. Applications must be submitted through Qualtrics; emailed or mailed applications will *not* be considered.

If you experience any technical difficulties with the online application process, please email upwardmobility@urban.org for help.

Selection Criteria

Finalists will be selected based on the county’s explanation of its commitment to upward mobility and racial equity and demonstration of how its priorities align with these goals; an established track record of partnership with cities and towns, communities, and nongovernmental organizations; and strong internal staff capacity and commitment to engage in this work. For each of these themes, Urban will look for examples that demonstrate the county’s ability to plan and successfully execute projects. In addition to these criteria, Urban seeks to build a diverse Upward Mobility Cohort of counties in geography, size, capacity, and racial and ethnic composition.

Successful applicants will likely also have the following characteristics:

- Continuity of county leadership support for the engagement. See “Notification of Decision and Next Steps” for more information on how finalists will be asked to demonstrate continuity.
- Sufficient staff capacity to successfully implement this partnership, and sufficient population to ensure that representative mobility metrics data are available. Although this application does not have a minimum population threshold, Urban anticipates that larger counties (e.g., populations above 50,000) are more likely to meet these criteria.
- The necessary legal and statutory authorities to form partnerships with a cross-cutting group of stakeholders, make decisions related to data, and implement policies or programs in relevant policy areas (recognizing the constraints caused by state preemption of local decisionmaking authority).

Notification of Decision and Next Steps

Finalists will be notified by October 19, 2020, and invited to submit a full proposal. In late October, Urban will hold calls with each finalist to present and discuss mobility metrics data for their counties. Urban will provide limited technical assistance with interpreting these metrics to help inform the county’s application.

Interested counties will then submit a full proposal that contains, at a minimum, the following elements:

- **Evidence of commitment and continuity.** Applicants will provide evidence of senior leadership buy-in in the form of a letter of support from the county’s senior elected official or county board. They will also be asked to demonstrate continuity of leadership support. This may take the form of elected leadership who will have tenure for the lifetime of the project, a county board resolution, or other continuity plan. Applicants will also provide letters of commitment from key local partners whose engagement will be necessary to conduct the work described in the application.
- **Description of engagement priorities.** Applicants will describe the county’s key mobility challenges and how they would inform their goals for the TA engagement, explaining how the mobility metrics point to issues that might be prioritized to improve upward mobility. Applicants will discuss county-led and supporting efforts under way that engage with these challenges and key barriers to progress, then explain how technical assistance support could bolster these efforts.

- **Community engagement plan.** A community engagement plan to ensure that the key issues and strategies developed through the technical assistance engagement will reflect community priorities.

Finalist proposals will be due on November 24, 2020.

Learn More

The Urban Institute will host a live webinar on **Thursday, August 20, 2020, from 2:00 p.m. to 3:00 p.m. EDT** to explain the competition and application process and answer questions. The content of this webinar will be recorded and accessible via Urban's project page at <https://www.urban.org/policy-centers/research-action-lab/projects/boosting-upward-mobility-poverty/upward-mobility-cohort-rfi>

Registration is required to participate in this webinar. Please register at:
https://zoom.us/webinar/register/WN_Pea72cgYQpqlQJhq5FdNLg

Applicants are not required to attend the webinar.

Please email any questions about the application process to upwardmobility@urban.org. Urban will accept questions through **Tuesday, August 25**, and will post an updated list of frequently asked questions at [this link](#) on **Tuesday, September 1**. To ensure equal access to information, Urban will not respond directly to individual emails.

APPENDIX A: GENERAL TERMS AND CONDITIONS

Article I. RELATIONSHIP BETWEEN THE PARTIES

- A. **Independent Parties:** For purposes hereof, Subrecipient is an independent contractor and shall not be deemed to be an employee or agent of Urban or Funder.
- B. **Proprietary Information:** Subrecipient acknowledges that, in performing this Subgrant, Urban may be required to make available to Subrecipient certain information deemed to be Proprietary and Confidential information ("Proprietary Information"). Subrecipient may also gain access to certain information, which may be considered Proprietary Information by Funder. Such information includes, without limitation, information related to patents, research, development, computer software, designs or processes, pricing, trade secrets, customer lists, and technical and business information, and know-how of Urban and Funder. Subrecipient agrees to safeguard and hold in strictest confidence all Proprietary Information.

Urban hereto agrees not to disclose such Proprietary Information to unauthorized parties. The receiving party shall not use Proprietary Information from the other for any purpose other than that as required for the performance of this Subgrant. Each party shall designate in writing one or more individuals as the only person(s) authorized to receive Proprietary Information exchanged between the Parties pursuant to this Subgrant. Except as required in the performance of this Subgrant, neither this Subgrant nor the furnishing of any information hereunder by Urban shall grant Subrecipient, by implication or otherwise, any license under any invention, patent, trademark, or copyright.

The restrictions set forth in the foregoing provisions of this article shall not apply to information (a) which was at the time of the receipt otherwise lawfully known to the recipient independently of the disclosing party; (b) which was at the time of receipt lawfully within the public knowledge; (c) which subsequently is lawfully developed independently by the recipient; or (d) which subsequently is lawfully acquired from a third party without coordinating restriction on use.

Subrecipient shall return all Proprietary Information to the Urban Institute upon Urban's request or upon termination of this Subgrant, whichever occurs first. This article shall survive termination of this Subgrant.

- C. **Privity:** This Subgrant is funded in whole or in part with funds from Funder. Neither Funder nor any of its departments, agencies, or employees or will be a party to this grant. No privity of contract between Funder and Subrecipient is established by this Subgrant. All communications regarding this Subgrant must be directed to Urban and not to Funder.
- D. **Organizational Conflict of Interest.**
 - i. The Subrecipient represents that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational conflict of interest, or that the Subrecipient has disclosed all such relevant information.
 - ii. The Subrecipient agrees that if an actual or potential organizational conflict of interest is discovered after award, the Subrecipient will make a full disclosure in writing to Urban. This disclosure will include a description of activities which the Subrecipient has taken or proposes to take, after consultation with Urban, to avoid, mitigate, or neutralize the actual or potential conflict.
 - iii. Remedies: Urban may terminate this grant for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subrecipient was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or

misrepresented relevant information to Urban, Urban may terminate the Subgrant for default.

- iv. The Subrecipient further agrees to insert provisions that will conform substantially to the language of this clause, including this subparagraph (d), in any grant or consultant agreement arising out of this Subgrant.
- E. **Nonliability:** Urban and the Funder cannot assume any liability for accidents, illnesses, losses, claims, or liability of any kind arising out of any work performed by Subrecipient supported by this Subgrant or for unauthorized use of patented or copyrighted materials by Subrecipient. In addition, Urban and the Funder do not assume any liability for any third-party claims for damages arising out of this Subgrant. The Subrecipient is advised to take such steps as may be deemed necessary to insure or protect itself, its employees, and its property.
- F. **Indemnification:** Subrecipient shall defend, indemnify, and hold Urban, Urban's subsidiaries, affiliates, directors, officers, agents and employees, and each of them, and Urban's Funder harmless against any injury, death, suit, claim or other loss ("Loss"), including expenses and actual attorneys' fees, arising from or in connection with this Subgrant or the breach thereof, except to the extent that such loss was caused by the negligence and willful misconduct of Urban.

Urban shall indemnify and hold Subrecipient harmless to the extent that such Loss was caused by the negligence and willful misconduct of Urban.
- G. **Notification of Claims:** Subrecipient shall promptly notify Urban of the assertion, filing, or service of any lawsuit, claim, demand, action, liability, or other matter that is or may be covered by this indemnity, and shall immediately take such action as may be necessary or appropriate to protect the interests of Urban, its officers, its directors, its employees, and its agents. Urban shall at all times have the right to direct the defense of, and to accept or reject any offer to compromise or settle, any lawsuit, claim, demand, or liability asserted against Subrecipient or any of its officers, directors, employees, or agents. The duties and obligations of Subrecipient created hereby shall not be affected or limited in any way by Urban.
- H. **Non-Solicitation of Employees:** During the term of this agreement, and for one year thereafter, neither party shall knowingly solicit for hire any technical or professional employee of the other party who has been directly involved with the work performed under this Subgrant. However, this shall not be construed to restrict, limit, or encumber an employee's rights granted by law.

Article II. STANDARDS OF CONDUCT

- A. **Ethics:** Subrecipient shall adhere to the highest standards of ethical competence and integrity in performance of this Agreement, having due regard for the nature and purpose of Urban as an organization, and ensure that employees assigned to perform any obligation under this Agreement conduct themselves in a consistent manner.
- B. **Compliance with the Law:** Subrecipient represents and warrants that it is, and shall continue to be, in compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction, including, without limitation, any anti-bribery statutes.
- C. **Debarment and Suspension:** In accepting this Agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any US federal department or agency. Any change in the debarred or suspended status of the Subrecipient during the life of this Agreement must be reported immediately to Urban. Subrecipient agrees to incorporate the Debarment and Suspension certification into any lower-tier award that they may enter into as part of this Agreement.

D. No Gifts or Benefits; No Improper Payments: Subrecipient represents and warrants that it has not offered or paid any direct or indirect gifts, favors, or benefits arising from this Agreement to any employee or representative of Urban or their relatives. Subrecipient agrees and represents that, in connection with its performance hereunder, it has not and will not make any payments or gifts or any offers or promises of payment or gifts of any kind, directly or indirectly, to any official of any government, government agent, or government instrumentality, or to any political candidate. This Agreement will become null and void if the Subrecipient makes any such offer, promise, payment, or gift in connection with performance of this Agreement.

E. Lobbying: No Subgrant funds are to be shared with or used to pay fees or wages for the services of fundraising firms and no portion of the Subgrant may be used for any attempt to influence legislation within the meaning of Internal Revenue Code Section 501(h) or the local law governing nonprofit entities applicable to Subrecipient, to influence the outcome of any specific election, or to carry on directly or indirectly any voter registration drive.

Specifically, the Subrecipient agrees not to use any portion of the Subgrant or any income derived from the Subgrant for the following:

- » To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Code;
- » To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code. Activities shall be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. Subrecipient confirms that the Program budget (or the combined project budget if there are multiple funders) accurately reflects that Grantee will expend at least the amount of the Grant on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project; or
- » To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.

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

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

H. No Retaliation: Subrecipient shall not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against any of its employees in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to Urban, or other proper authority, information relating to violation of this Article, including, without limitation, any substantial violation of law relating to the performance of this Agreement.

- I. **Human Subjects Research:** The Subrecipient is responsible for the protection of the rights and welfare of any human subjects involved in research, development, and related activities supported by this Subgrant. The Subrecipient, and any lower-tier subrecipients or contractors, shall also comply with all applicable federal provisions, statutes, and regulations relating to the protection and privacy of human subjects, and the law and regulations of individual states and any related requirements outlined in Appendix C. Such requirements include, but are not limited to, conducting the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time). Subrecipient shall also obtain and maintain institutional review board (IRB) approval, either by an internal IRB or through a contracted agency and obtain informed consent of participating research subjects. Subrecipient must notify the Urban immediately of any breach of personally identifiable information (PII) or any other violation related to the requirements stated herein and shall assume all financial responsibilities related to any such violations.

The requirements herein apply to all subawards and contracts at any tier issued by the Subrecipient in its conduct of the work supported under the Subgrant.

- J. **Anti-Terrorism:** Subrecipient acknowledges that U.S. Executive Order 13224 and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Subrecipient is responsible to comply with this Executive Order and any applicable U.S. law.
- K. **Anti-Trafficking in Persons Directive:** Subrecipient acknowledges that Urban is opposed to human trafficking, prostitution, and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this Agreement may be used to engage in trafficking in persons or to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

Article III. WORK PRODUCT AND ACKNOWLEDGMENTS

A. Intellectual Property:

- i. The work of Subrecipient under this Subgrant includes all written, graphic, audio, visual, and any other materials, contributions, applicable work product, and production elements contained therein, whether on paper, disk, tape, digital file, or any other media (“Work Product”) shall be owned by the Subrecipient. Accordingly, Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Subgrant.

Subrecipient represents and warrants that that the material produced under this Subgrant will be original and not infringe upon any copyright or any other right of any other person and has not previously been published.

Subrecipient represents that Urban and Funder shall have a paid up, non-exclusive, irrevocable, perpetual, worldwide royalty-free license to reproduce, publish, republish, summarize, excerpt or otherwise use, and license others to use in print or electronic form (in whole, or in part, including in connection with derivative works), including in electronic databases or in any future form not yet discovered or implemented, the Work Product.

B. Publications:

- i. All publicity, publications, and notice produced or released regarding this Subgrant shall acknowledge Urban and the Funder. Subrecipient will allow Urban to review and approve the text of any proposed general publicity, to include any acknowledgement language, concerning Urban, Funder, and this Subgrant prior to its release.
- ii. The Subrecipient agrees to furnish Urban's Technical Contact with copies of any such news releases, papers, or other work product within ten (10) days after such release.
- iii. Use of logo. With the exception of approvals granted pursuant to the section B.i. above, the Subrecipient shall not use Urban or Funder name, brand, logo, or marks without prior approval from Urban and the Funder.
- iv. Subrecipient, Urban, or the Funder shall not defame the other in any public communication.

Article IV. STOP WORK, TERMINATION AND DISPUTES

- A. **Stop Work:** Urban may at any time before acceptance of the order by the Subrecipient, by written order to the Subrecipient, require the Subrecipient to stop all, or any part, of the work called for by a Work Order issued under this Agreement for a period of 90 days after the order is delivered to the Subrecipient, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Subrecipient, or within any extension of that period to which the parties shall have agreed, Urban shall either
 - i. cancel the stop-work order; or
 - ii. terminate the work covered by the order as provided in the Termination clause of this Agreement.
- B. **Termination:** This Subgrant may be terminated, in whole or in part, in the following situations:
 - i. By Urban, if the Subrecipient materially fails to comply with terms and conditions of this Subgrant. Subrecipient shall immediately cease to incur further costs upon notification by Urban.
 - ii. By mutual agreement of the Parties, in which case the two Parties shall agree upon the termination conditions, including the effective date, the return of any unspent funds, and, in the case of partial termination, the portion to be terminated.
 - iii. By Urban, if the Funder determines that continuation of all or part of the funding for this Subgrant should be suspended or terminated. Subrecipient shall cease to incur further costs upon notification by Urban, and the Parties will coordinate regarding the return of any unspent funds.
- C. **Disputes, Claims, and Appeals:** Urban and Subrecipient shall work together in good faith in an attempt to resolve any dispute arising under this Subgrant.

Any dispute between the Parties as to matters arising pursuant to this Subgrant that cannot be settled amicably within fifteen (15) days after receipt by one party of the other party's request for such amicable settlement shall be submitted to and resolved by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and at its office located in the District of Columbia. The resolution of the AAA shall be binding on the parties and either party may enter any judgment or award rendered by the AAA in any court of competent jurisdiction. Both Parties shall be subject to the personal

jurisdiction of the courts located in the District of Columbia and waive the right to assert lack of personal jurisdiction in any legal procedure.

- D. **Force Majeure:** Any delay or failure of the Subrecipient of required obligations shall be excused if and to the extent caused by acts of God, fire, storm, lockout, strike, terrorist act, flood, sabotage, embargo, war (whether declared or not), riot, or other causes beyond the reasonable control of the Subrecipient.

If the Subrecipient asserts Force Majeure as an excuse for failure to perform their obligations, then the Subrecipient must

- i. notify Urban of the likelihood or actual occurrence of an event described in this clause;
- ii. prove that reasonable steps were undertaken to minimize delay or damages caused by foreseeable events; and
- iii. fulfill all non-excused obligations.

Upon review of Subrecipient's notice, Urban shall determine whether the term of the Subgrant shall be extended for a reasonable time period to complete activities interrupted by the delays.

Article V. RECORD RETENTION AND FILE MANAGEMENT

The Subrecipient agrees to maintain complete and accurate records of receipts and expenditures and make its books and records available to Urban at reasonable times upon its request. Subrecipient will maintain books, accounts, and records that, with a sufficient detail, accurately and clearly reflect its transactions and the disposition of funds. No "off the books" or unrecorded funds or accounts shall be created or maintained for any purpose. Furthermore, Subrecipient will maintain records of expenditures charged against the grant that are adequate to identify the use of the funds in compliance with the purposes and restrictions specified in this Agreement.

- A. **Record Retention:** Subrecipient shall retain all records related to this contract for at least four (4) years after expiration of the Subgrant term. Subrecipient shall agree promptly to furnish Urban and/or the Funder with copies of such documents upon Urban request and to make books and records available for inspection at reasonable times.
- B. **Audit:** At Urban or Funders expense, either may audit or have audited Subgrant-related books and records, and Subrecipient shall provide all necessary assistance in connection therewith.
- C. **Site Visits:** Urban may, at its expense, monitor and conduct an evaluation of operations under the Subgrant, which may include visits by representatives of Urban or its Funder to observe the Subrecipient's program, procedures, and operations, and discussions of the program with Urban or Funder personnel.

Article VI. MISCELLANEOUS

- A. **Governing Law:** This Subgrant shall be governed by the laws of the District of Columbia and, where applicable by virtue of preemption, under the laws of the United States of America. Each party, unless prohibited by law, hereby consents to personal jurisdiction and venue in the courts of the District of Columbia or in any federal court located in the District of Columbia if any suit is brought under the terms of or relating to this Subgrant.
- B. **Insurance:** Subrecipient shall maintain at its own expense adequate insurance as is reasonable and customary for similar organizations in any and all forms necessary to protect both Subrecipient and Urban against all liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out or resulting from performance of this Subgrant.

Subrecipient will comply with any and all applicable state laws regarding auto liability and worker's compensation insurance, to the extent applicable to the Subrecipient. Although Urban may request evidence of certain minimum insurance coverage from Subrecipient, nothing contained herein shall abridge, diminish, or affect Subrecipient's responsibility for the consequences of any accidents, occurrences, damages, losses, and associated cost arising out of or resulting from performance of this Subgrant.

Subrecipient shall ensure that approved subrecipients or subcontractors obtain and maintain appropriate insurance against liability for injury to persons or damage to property arising from activities relating to the Subgrant.

- C. **Incorporation of the Prime Award:** Subrecipient assumes toward Urban some of the obligations and responsibilities that Urban assumes towards the Funder in the Prime Award grant agreement as they relate to the Program Description. Applicable provisions of the Prime Award grant agreement are incorporated herein by reference in Appendix C (Mandatory Prime Award Provisions).
- D. **Assignment/Subawards:** Unless described in the application and funded by this Subgrant, the Subrecipient shall not assign this Subgrant nor any rights or obligations herein, nor subcontract or subgrant any funds under this Subgrant, without the prior written consent of Urban's Contractual Contact. This provision does not apply to the purchase of supplies, material, equipment, or general support services.

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

- E. **Delays:** Whenever the grantee knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work under this grant, the grantee will, within 30 days, notify Urban, in writing, providing all relevant information with respect to the delay.
- F. **Severability:** If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law, administrative order, judicial decision, or public policy, all other conditions and provisions shall remain in full force and effect. No covenant shall be deemed dependent upon any other covenant or provisions unless so expressed in this Agreement.
- G. **Waiver:** No failure of a party to exercise any right or to insist upon strict compliance by the other party with any obligation and no custom or practice of the Parties at variance with this Agreement shall constitute a waiver of the right of a party to demand exact compliance. Waiver by one Party of any particular default by the other party shall not affect or impair a party's rights in respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of a party to exercise any rights arising from such default affect or impair the rights of that party as to such default or any subsequent default.
- H. **Order of Precedence.** Any inconsistency or conflict in the terms and conditions specified in this Subgrant shall be resolved according to the following order of precedence:
 - (a) Part I - Schedule
 - (b) Part II - General Terms and Conditions
 - (c) Part III - Appendices in the following order of precedence:
 - Appendix C – Mandatory Prime Award Provisions
 - Appendix A – Program Description
 - Appendix B – Subgrant Budget