



ARIZONA STATE UNIVERSITY

COVER PAGE
AGREEMENT BETWEEN
ASU FOUNDATION FOR A NEW AMERICAN UNIVERSITY AND
HIDALGO COUNTY OFFICE OF THE CRIMINAL DISTRICT ATTORNEY

Table with 2 columns: Field Name, Value. Fields include Award Number, Type of Award, Funder, ASU Department/Program, Award Start Date, Award End Date, Award Amount, ASU Foundation Awards Officer, McCain Institute Representatives, Awardee Name, Awardee Address, Awardee Program Manager, Awardee Finance Manager, and Awardee Contact Information.

This Award Agreement is the entire agreement and supersedes all other written or oral agreements. Individuals signing below certify that they have legal authority to enter into binding agreements on behalf of their respective organizations and have completed all formalities and other actions required by their By-Laws and Articles of Incorporation or similar charter documents, and all applicable laws, to authorize execution and performance of the Award. This agreement consists of this Cover Page, and the following Attachments, all of which together shall constitute an integral part hereof:

- Attachment One: Fixed Amount Award Agreement
Attachment Two: Program Objectives and Budget
Attachment Three: Payment Request Form
Attachment Four: Reporting Requirements

ASU Foundation for A New American University:

Awardee:

Name: Date
Title:

Name: Date
Title:

Name: Date
Title:

ATTACHMENT ONE: FIXED AMOUNT AWARD AGREEMENT**Article One: Purpose of Award**

The purpose of this Award is to support the activities detailed in Article Three: Program Overview. The Awardee agrees to inform **ASU Foundation for A New American University**, an Arizona nonprofit corporation (**ASU Foundation**) and **the McCain Institute for International Leadership** Representatives, listed on the cover page, immediately in writing if there are any difficulties or substantial changes to the implementation of the Award Agreement.

Article Two: Period of Award

The effective date of this Award Agreement is **Award Start Date** and the estimated completion date of the **Award End Date** is specified on the Cover Page.

Article Three: Program Overview

The Buffett-McCain Institute Initiative to Combat Modern Slavery (the Initiative) is a multi-disciplinary effort to combat human trafficking in the agricultural sector. The objective of the Initiative is to test, and then replicate, a program that:

- Ends trafficker impunity by supporting a justice system able to effectively, fairly and efficiently handle forced labor and labor exploitation cases.
- Secures justice for victims of forced labor and severe forms of labor exploitation.
- Discourages exploitative practices by bringing the Fair Food Program to Texas.
- Amplifies resources and increases coordination through multi-sectoral partnerships.

Guided by a victim-centered approach, the Initiative works to increase victim identification, support investigations, and increase labor trafficking prosecutions.

In support of the goals of the Initiative, the ASU Foundation makes this Award to the Hidalgo County Office of the Criminal District Attorney (Awardee) to carry out a number of inter-related activities, grouped into three Objectives.

- (1) Hire, host, and manage a **Labor Trafficking Specialty Prosecutor** to review, investigate, and prosecute cases of human trafficking cases in Hidalgo County and to assist the other Assistant District Attorneys in screening wage theft and worker exploitation cases for possible labor trafficking in Hidalgo County,
- (2) Hire, host, and manage a **Labor Trafficking Specialty Investigator** to work with the Labor Trafficking Specialty Prosecutor and local, regional, state, and federal law enforcement agencies to provide guidance and training and to develop victim-centered responses to human trafficking incidents in Hidalgo County,
- (3) Hire, host, and manage a **Rio Grande Valley/South Texas Anti-Human Trafficking Taskforce Coordinator** to strengthen existing taskforce reach and expand services in the region.

A complete description of activities to be undertaken as part of this Award are outlined in Attachment Two.

Article Four: Amount of Award and Financial Requirements

The total **Amount of Award** for this Award is specified on the cover page. ASU Foundation shall not be liable for making payments to the Awardee for any costs in excess of the value of the Amount of Award.

A. Payment

1. The Awardee will be paid a set amount upon programmatic accomplishment of identified and established program achievements. Once the Awardee has presented the documentation required under the Award Agreement, ASU Foundation will transfer by wire the corresponding sum to the Awardee’s bank account.
2. Requests for Award payments and reports should be sent to McCain Institute Representatives listed on the Cover Page.
3. To obtain payment for accomplishment of milestones the Awardee must present a properly prepared request for payment in the format provided in Attachment Three.
4. All payments will be made by wire transfer in USD to Awardee at the Bank Account as provided by the Awardee below. Any fees charged by the Awardee’s Bank for incoming wire transfers will not be reimbursed by ASU Foundation. Total disbursement to Awardee shall not exceed the Total Estimated amount in USD indicated on the cover page.

Awardee’s Bank Details:

- Bank Name:
- ABA Number:
- Account Number:
- Account Name:

B. Financial Records

The Awardee shall maintain financial records, including receipts, time reports, and other accounting documentation to sufficiently substantiate its charges to the Program and to allow for an accounting of costs incurred under this Award separately from costs funded by other sources and the ability to report accordingly. These records shall be made available to the ASU Foundation or its representatives for review at any time. All financial records and documentation shall be kept available for **at least three years** after payment of the final milestone.

C. Other Financial Requirements

The funds provided under the terms of this Award Agreement shall be used to pay for the expenses incurred by your organization in performance of the project in accordance with the terms and conditions of this Award Agreement and its Attachments.

Article Five: Other Terms and Conditions

A. Notice and Communication Requirements

1. The Awardee has full responsibility for executing the activities supported by this Award and for complying with the Award Agreement terms and conditions. Although the Awardee is encouraged to ask for the opinion and support of the ASU Foundation or its representative about any specific problems that may arise, this suggestion does not diminish the responsibility of the Awardee. The Awardee has the responsibility of notifying the ASU Foundation or its representative about any significant problems associated with the administrative or financial aspects of the Award.

2. The Awardee must certify in writing to the ASU Foundation or its representative at the end of the Award that the activity was completed. If unable to certify, the Awardee shall be expected to return any unused funds to the ASU Foundation. Award close out will be accomplished with the ASU Foundation or its representative's acceptance of the final milestone, approval of final payment, and submission of certification by Awardee.
3. The Awardee shall inform the ASU Foundation or its representative promptly in writing of any changes in its officers, name, legal status, address, or telephone/fax number.
4. The Awardee will obtain prior written approval from ASU Foundation or its representative for any changes to (1) activities supported by this Award (2) fixed amount of the Award (3) milestones and, (4) Award agreement completion date.
5. Communications must be appropriately managed. Therefore, ASU Foundation requires the Awardee, except as otherwise approved, to direct all communications (whether oral, written or electronic) by the Awardee, its personnel and any lower-tier Awardees or contractors about or affecting performance of any aspect of the Award, to the McCain Institute Representatives. Failure to comply fully with the obligations hereunder may constitute noncompliance.

B. Intellectual Property

If any research reports or findings, white papers, practitioner guides, case studies or similar materials are generated using the Award ("Work Product"), Awardee will own exclusively all Work Product developed, in whole or in part, by or on behalf of Awardee for ASU Foundation with all related Intellectual Property Rights (as defined below) throughout the world. Awardee Awards to ASU Foundation a perpetual, transferable, royalty-free, fully paid-up, non-exclusive, irrevocable, non-commercial, worldwide license with a right to use, exploit, publish, display, reproduce, distribute, copy or assign to the public and display the Work Product in any media whether now known or subsequently developed. ASU Foundation and Awardee all agree that the intended use is for the Work Product to be freely available and broadly shared with the public or as otherwise agreed by the parties in writing. "Intellectual Property Rights" means any patent, copyright, trade secret, trademark or other intellectual property or proprietary rights of a party or any third party.

C. Indemnification

Awardee shall indemnify, defend, and hold ASU Foundation harmless from and against all claims and actions, and all expenses incidental to such claims and actions, based upon or arising out of damage to property, personal injury or other tortuous acts caused by or contributed to by Awardee or anyone acting under Awardee's direction or control or on Awardee's behalf in the course of performance under this Agreement. ASU Foundation and its representatives are not responsible for any employment or contractual relationship with Awardee staff whether employees or independent contractors, nor assume any tax or contractual responsibilities for activities that are developed or implemented by the Awardee.

D. Termination and Suspension

1. ASU Foundation may terminate this Award at any time, in whole or in part, upon written notice to the Awardee, whenever determined in its sole discretion that the Awardee has materially failed to comply with the terms and conditions of the Award. If the Award's purpose ever becomes impracticable or the Award cannot be used in the manner set forth

in this Agreement, the funds, and income earned thereon, not expended or committed for the purposes of the Award must be returned to ASU Foundation or its legal successor or successors-in-interest unless the Awardee authorizes an alternate use in writing, as soon as possible and no later than fifteen (15) days after the effective date of termination.

2. This Award may be terminated at any time, in whole or in part, by the ASU Foundation with the consent of the Awardee. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the Award to be terminated. The agreement to terminate shall be set forth in a letter from the ASU Foundation to the Awardee.
3. This Award may be terminated at any time in whole or in part by the Awardee upon sending written notification to ASU Foundation with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if ASU Foundation determines in the case of partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, ASU Foundation may terminate the Award in its entirety in accordance with paragraphs D.1 or D.2 above.
4. If at any time ASU Foundation determines that continuation of all or part of the funding for a program should be suspended or terminated, then ASU Foundation may directly or through its representative, following notice to the Awardee, suspend or terminate this Award in whole or part and prohibit the recipient from incurring additional obligations chargeable to this Award other than those costs specified in the notice of suspension during the period of suspension.
5. ASU Foundation or its representative may terminate the Award activities unilaterally in extraordinary circumstances for any reason.
6. ASU Foundation or its representative reserve the right to terminate in whole or in part, or suspend payments, should the Awardee become insolvent during performance of the Award.
7. ASU Foundation or its representative reserve the right to terminate this Award Agreement or take other appropriate measures if the Awardee or a key individual of the Awardee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
8. Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the Awardee shall take immediate action to minimize all expenditures financed by this Award. The Awardee shall not incur costs after the effective date of termination. Any costs incurred after the effective date of termination will not be reimbursed.

E. Marking Requirements

Prior to using ASU Foundation's or The McCain Institute's name or logo in any publication or webpage, Awardee must submit the proposed publication to ASU Foundation or its representative to secure written approval for use.

F. Dispute Resolution

In the unlikely event that differences arise in connection with the validity, enforceability, performance or breach of this Agreement, either party may request mediation in writing. Any mediation shall be assisted by a neutral mediator acceptable to ASU Foundation and Awardee. Both parties agree to use best efforts to discuss and resolve any dispute.

G. Representatives and Successors Bound

This Agreement is binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, assigns and successors.

H. Governing Law

The Agreement is governed by and interpreted in accordance with the laws of the State of Arizona. Awardee hereby irrevocably consents to personal jurisdiction and venue in the state and federal courts located in Maricopa County, Arizona with respect to any actions, claims or proceedings arising out of or in connection with this Agreement.

I. Notices

Any notices required to be given hereunder shall be deemed sufficient if sent by certified mail to the parties at the address set forth below:

If to ASU Foundation:		If to Awardee:
ASU Foundation	ASU Foundation	Hidalgo County
		Office of the Criminal District Attorney
Attn: Secretary	Attn: Treasurer	Attn: Rosalinda Cantu
P.O. Box 2260	P.O. Box 2260	100 E. Cano
Tempe, AZ 85280	Tempe, AZ 85280	Edinburg, TX 78539

Notice shall be effective five (5) business days after it is mailed.

J. Other Terms

1. The Awardee is responsible for the maintenance of any equipment and/or material received. Title to equipment and other personal property acquired under this agreement vests in the Awardee upon acquisition; provided that the Awardee shall use such equipment or personal property to further the purposes of this Award for as long as it is useful for such purposes.
2. No lower tier sub-agreements are permitted under the terms of this award without prior written approval from ASU Foundation or its representative.
3. The Awardee agrees to establish safeguards to prohibit personnel from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Awardee warrants that it (including its parent, subsidiary and affiliate organizations, as well as its directors or trustees (as applicable), officers, personnel, agents and contractors) does not have an actual, potential or apparent conflict of interest or has fully disclosed all relevant information to ASU Foundation in writing. If a conflict is discovered for the first time after award, the Awardee shall immediately make full disclosure to ASU Foundation, including the actions the Awardee has taken or proposes to take to avoid, mitigate or neutralize the conflict(s) to the maximum extent practicable. ASU Foundation may then take such action(s) as it deems appropriate, in its sole discretion, including terminating the Award.

4. The Awardee represents and warrants that it, its affiliates, directors and employees: (i) have not and will not engage in the bribery of officials in connection with any matter; and (ii) maintain and enforce a policy that prohibits bribery of officials. Awardee shall ensure that its personnel avoid any corrupt practice including the offering, giving, receiving or soliciting of anything of value to influence the act of any public official or any officer or employee of the Project. Awardee shall also ensure that its personnel avoid fraudulent practice including but not limited to misrepresentation of facts or misleading statements in order to influence a financial or procurement action, Award execution or administration, or any accounting reports or financial statements, to the actual or potential detriment of ASU Foundation.
5. The Awardee may determine that, in carrying out the project funded in part by this Award, there will be an attempt to influence governmental action. In the event that the Awardee uses any of the proceeds of the Award to influence a government organization for the specific purpose of the Award, the Awardee may have lobby reporting requirements under the laws of a particular state; note further that state law may include influencing state administrative agencies within the definition of lobbying. It is the responsibility of the Awardee to comply with any applicable lobby reporting requirements or other laws governing the content of this section. The Award may not be used for supporting any candidates for any federal, state or local election.
6. Awardee acknowledges that ASU Foundation has not designated or earmarked any part of the Award funds (a) for facilitating and/or publishing propaganda or attempting to influence legislation (within the meaning of U.S. Internal Revenue Code Sections 501(h), 4945(d)(1) and 4945(e) and related regulations; these provisions include state, federal or foreign legislation); (b) to influence the outcome of any specific public election of any candidate for public office or (c) to carry on, directly or indirectly, any other activity that is prohibited by a public charity.
7. Awardee agrees to comply with all provisions of the USA Patriot Act (Public Law Pub. L. 107-56) and in doing so, will not provide material to support any person or entity that engages in violent or terrorist activities.

ATTACHMENT TWO: PROGRAM OBJECTIVES AND BUDGET

This Fixed Amount Award with the ASU Foundation is for very specific program objectives. The accomplishment of each Fixed Amount Award objective will be based on the completion of the tasks and successful submittal or completion of the milestones indicated.

Awardee will create a Human Trafficking Unit to enhance and increase the frequency of investigation and prosecution of human trafficking cases with an emphasis on labor trafficking cases generally and agricultural labor trafficking in particular. Towards this goal, Awardee will also train law enforcement officers, provide victim assistance, and work to develop a community-coordinated, victim-centered response to human trafficking in the region.

The Human Trafficking Unit will include 1) a **Labor Trafficking Specialty Prosecutor** to review, investigate, and prosecute cases of human trafficking cases and assist the other Assistant District Attorneys in screening wage theft and worker exploitation cases for possible labor trafficking and 2) a **Labor Trafficking Specialty Investigator** to work with the Labor Trafficking Specialty Prosecutor and local, regional, state, and federal law enforcement agencies to provide guidance and training and to develop victim-centered responses to human trafficking incidents. The Investigator will also refer victims to community-based services and work closely with the Awardee's Victims Unit to ensure victims receive a Safety Plan and victim services. The Investigator will help victims obtain protective orders and services as needed and advocate for victim access to immigration remedies such as the U and T-Visa when appropriate. To complement these efforts, Awardee will also hire 3) a **Rio Grande Valley/South Texas Anti-Human Trafficking Taskforce Coordinator** to strengthen existing taskforce reach and expand services in the region.

OBJECTIVE 1: Hire, host, and manage a Labor Trafficking Specialty Prosecutor to review, investigate, and prosecute cases of human trafficking cases in Hidalgo County and to assist the other Assistant District Attorneys in screening wage theft and worker exploitation cases for possible labor trafficking in Hidalgo County

Description: Awardee will create the position of a Labor Trafficking Specialty Prosecutor (Assistant District Attorney II) and will advertise for, interview, and hire a qualified candidate to fill this role. The position will be funded full-time through March 2020. The responsibilities and duties of the Labor Trafficking Specialty Prosecutor are listed below.

Overall responsibilities

- Review, investigate, and prosecute cases of labor trafficking cases in various levels of trials and appellate courts and administrative forums,
- Assist other Assistant District Attorneys in screening wage theft and worker exploitation cases for possible labor trafficking,
- In an effort to build the necessary knowledge, skills, and expertise to prosecute human trafficking cases, work under the frequent supervision of higher-level attorneys and coordinate with other state and national prosecutors recognized for their work to prosecute human trafficking cases.

Specific duties include but are not limited to

- Make decisions and/or counsel clients, victims, or police concerning the commencement of proceedings in court or related forums,

- Provide written or oral legal advice to individual or governmental clients and draft legal instruments or other written materials carrying legal implication,
- Appear in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate,
- Draft and file pleadings, answer motions, briefs, and responses necessary to conduct litigation and/or proceedings in legal forums,
- Investigate facts giving rise to legal issues and bring about solutions to clients' legal problems in a variety of forums,
- Counsel and advise clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation,
- Identify, locate, and prepare witnesses to present testimony effectively in court or related forums,
- Identify and prepare non-testimonial forms of evidence for use in court and related forums,
- Conduct and/or supervise investigations and/or civil and criminal discovery proceedings,
- Draft legal instruments and various documents with legal implications,
- Negotiate with others to settle litigation or other contested matters or to assist in solving problems with legal implications,
- Develop knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings,
- Perform related work as assigned.

Milestones and Payments:

Milestone Number	Milestone Description	Deadline	Payment
1	Execution of Agreement		\$58,879.21
2	Submission of report detailing activities and accomplishments	April 6, 2019	\$58,879.21

Note:

- Funds allocated as part of this Objective will be used to cover the Labor Trafficking Specialty Prosecutor's salary, wages, fringe benefits and overhead.

Total Payment in USD: \$117,758.42

OBJECTIVE 2: Hire, host, and manage a Labor Trafficking Specialty Investigator to work with the Labor Trafficking Specialty Prosecutor and local, regional, state, and federal law enforcement agencies to provide guidance and training and to develop victim-centered responses to human trafficking incidents in Hidalgo County

Description: Awardee will create the position of a Labor Trafficking Specialty Investigator (Criminal Investigator II) and will advertise for, interview, and hire a qualified candidate to fill this role. The position will be funded full-time through March 2020. The responsibilities and duties of the Labor Trafficking Specialty Investigator are listed below.

Overall responsibilities

- Perform criminal investigations work related to labor trafficking and labor exploitation,
- Perform supplementary investigation to assist prosecutors in case preparations,
- Make arrests and file criminal cases,
- Work with the Labor Trafficking Specialty Prosecutor and other local law enforcement agencies to provide guidance and training and to develop victim-centered responses to human trafficking incidents,

Specific duties include but are not limited to the following

- Investigate criminal activities and assist prosecutors in case preparation,
- Assist local, state, federal, and out-of-state police offices in making arrests and filing criminal cases,
- Prepare and execute search and arrest warrants and serve subpoenas,
- Prepare reports and correspondence,
- Interview inmates and others to secure intelligence data and information; take statements and confessions,
- Locate and interview persons, take statements and depositions, evaluate evidence, examine records, collect data and report facts,
- Obtain evidence from police agencies and pen packet from various prison systems,
- Testify in criminal trials,
- Refer victims to community-based services and work closely with the Hidalgo County Criminal District Attorney’s Office Victims Unit to ensure victims receive a Safety Plan and victim services,
- Help victims obtain protective orders and services as needed and advocate for victim access to immigration remedies such as the U and T-Visa when appropriate,
- Perform other duties as assigned.

Milestones and Payments:

Milestone Number	Milestone Description	Deadline	Payment
1	Execution of Agreement		\$53,267.00
2	Submission of report detailing activities and accomplishments	April 6, 2019	\$53,267.01

Note:

- Funds allocated as part of this Objective will be used to cover the Labor Trafficking Specialty Investigator’s salary, wages, and fringe benefits.

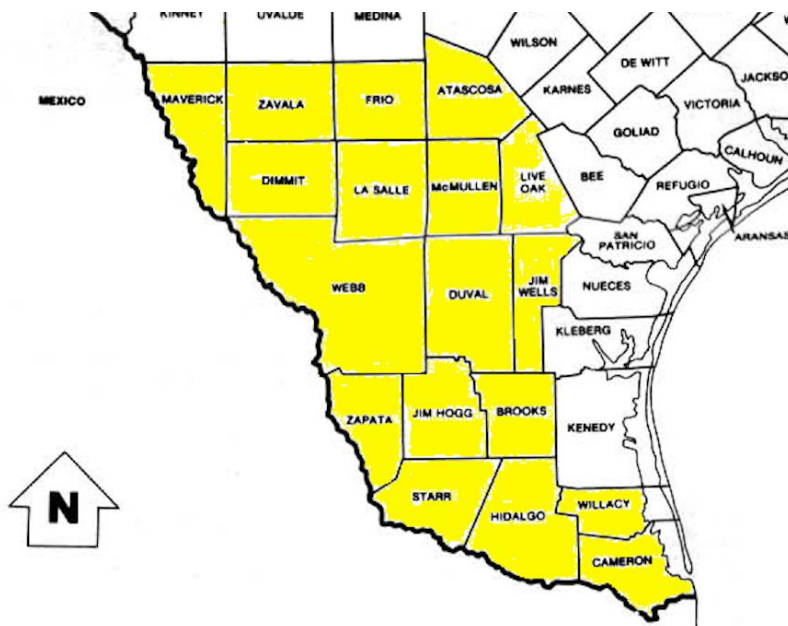
Total Payment in USD: \$106,534.01

OBJECTIVE 3: Hire, host, and manage a Rio Grande Valley/South Texas Anti-Human Trafficking Taskforce Coordinator to strengthen existing taskforce reach and expand services in the region

Description: Awardee will create the position of full-time Rio Grande Valley/South Texas Anti-Human Trafficking Taskforce Coordinator and will advertise for, interview, and hire a qualified candidate to fill this role. The position will be funded full-time through March 2020. The responsibilities and duties of the Rio Grande Valley/South Texas Anti-Human Trafficking Taskforce Coordinator are listed below.

Overall responsibilities

With direction from Awardee and in consultation with the Buffett-McCain Institute Initiative to Combat Modern Slavery Program Manager, the Rio Grande Valley/South Texas Taskforce Coordinator will work within the existing structure of the Rio Grande Valley Anti-Human Trafficking Taskforce (RGVAHTT) to strengthen existing taskforce reach and expand services to as many of the following counties in the Rio Grande Valley/South Texas regions as possible (also indicated on map below): Maverick, Zavala, Frio, Atascosa, Dimmit, La Salle, McMullen, Live Oak, Webb, Duval, Jim Wells, Zapata, Jim Hogg, Brooks, Starr, Hidalgo, Willacy, and Cameron.



Using the Office for Victims of Crime-Bureau of Justice Assistance Enhanced Collaborative Task Force model as a blueprint, the Coordinator will guide this task force to:

- Involve all relevant regional stakeholders, including, but not limited to
 - Law Enforcement Agencies
 - Federal (e.g. Homeland Security Investigations, Federal Bureau of Investigation, Department of Labor, Department of Health and Human Services)
 - State (e.g. Texas Department of Public Safety)
 - Local (Sheriff's Offices and municipal/town police departments)

- Regulatory agencies (e.g. Texas Workforce Commission, Occupational Safety and Health Administration)
- Prosecutorial authorities (U.S. Attorney's Offices, District Attorney's Offices)
- Services organization (health services, social services, and legal aid)
 - Crime victim services
 - Migrant or immigrant services
 - Worker advocacy or services
- Faith-based advocacy or services organizations
- Involve as many of the existing anti-trafficking networks in the area as possible, including
 - All agencies currently involved in Rio Grande Valley Anti-Human Trafficking Taskforce (RGVAHTT)
 - And, to the extent they are active and present in the counties above,
 - Coalition to Combat Human Trafficking in Texas Gateway and Destination Cities
 - Texas Gulf Coast Coalition Against Human Trafficking
- Encourage a balanced approach to human trafficking, correcting for general biases in current regional trafficking responses. The taskforce will aim to focus on
 - Labor as well as sex trafficking
 - Note: Although the funding entity (Buffett-McCain Institute Initiative to Combat Modern Slavery) is focused on agricultural labor trafficking, the Coordinator will work to strengthen overall anti-trafficking efforts in region (both sex and labor trafficking affecting all sectors).
 - Social services as well as law enforcement interventions

With the aim of fostering long-term sustainability, the Coordinator will stay abreast of developments in state, federal and private human trafficking grant opportunities relevant to either the taskforce as a whole or its members. As such, this "seed grant" might serve for the region to ramp onto further opportunities for growth and development in the area's response to all forms of human trafficking, including forced and coerced labor in agriculture.

Specific duties include but are not limited to the following

- Maintain regular communication with broad set of anti-trafficking stakeholders with purpose of fostering taskforce formation and growth,
- Schedule taskforce meetings and secure meeting locations,
- Provide sufficient notice to all stakeholders; send regular meeting reminders; provide invitations with all necessary information including directions and parking information as needed on case-by-case basis,
- Call for agenda items and create meeting agenda,
- Secure fixed or rotating member-facilitators to lead meetings; help facilitate meetings as needed,
- Work with other stakeholders to facilitate and schedule substantive trainings for taskforce members as appropriate,
- Work with taskforce members to resolve conflicts before they evolve,
- Inform all taskforce members of their roles and responsibilities; help form taskforce subcommittees as deemed appropriate.

Milestones and Payments:

ASU Foundation

A R I Z O N A S T A T E U N I V E R S I T Y

Milestone Number	Milestone Description	Deadline	Payment
1	Execution of Agreement		\$52,554.68
2	Submission of report detailing activities and accomplishments	April 6, 2019	\$52,554.69

Note:

- Funds allocated as part of this Objective will be used to cover the Coordinator's salary, wages, and fringe benefits, all Coordinator's work-related travel expenses, costs associated with hosting quarterly taskforce meetings (venue, food, travel expenses for attendee taskforce meeting participation), and Awardee overhead.

Total Payment in USD: \$105,109.37

DETAILED PROGRAM BUDGET

		ADA II	Investigator	Coordinator	
Starting Salary		\$ 63,521.39	\$ 56,827.11	\$ 45,109.88	
Health Ins.	\$ 666.00	\$ 7,992.00	\$ 7,992.00	\$ 7,992.00	
Life Ins.	\$ 43.56	\$ 43.56	\$ 43.56	\$ 43.56	
FICA	7.65%	\$ 4,717.85	\$ 4,220.65	\$ 3,309.39	
Retirement	12.00%	\$ 7,400.55	\$ 6,620.63	\$ 5,191.20	
Unemployment	0.60%	\$ 370.03	\$ 331.03	\$ 259.56	
Workers Comp	0.11%	\$ 67.84	\$ 60.69	\$ 47.59	
		<u>\$ 84,113.22</u>	<u>\$ 76,095.67</u>	<u>\$ 61,953.18</u>	Annual rate
		<u>\$ 112,150.88</u>	<u>\$ 101,460.96</u>	<u>\$ 82,604.16</u>	16-Month
				\$ 17,500.00	Travel and hosting
		<u>\$ 112,150.88</u>	<u>\$ 101,460.96</u>	<u>\$ 100,104.16</u>	16-Month total
		\$ 5,607.54	\$ 5,073.05	\$ 5,005.21	5% Overhead
		<u>\$ 117,758.42</u>	<u>\$ 106,534.01</u>	<u>\$ 105,109.37</u>	Totals
\$ 329,401.80	Grand Total				

ATTACHMENT THREE: PAYMENT REQUEST FORM

The Payment Request Form is used to process all payments under this Fixed Amount Award.

Agreement Number: _____ Award Date: _____

Awardee Name: _____

(Insert as many rows as needed)

Objective #	Milestone #	Description of activities and milestone achievements (bulleted):	Payment Amount (in USD)

Subtotal (in USD): _____

Overhead (.05) (in USD): _____

TOTAL (in USD): _____

Cumulative Payments (in USD): _____ (including this Payment)

Outstanding Balance (in USD): _____

The undersigned hereby certifies: (a) the milestone has been achieved; (b) that payment of the sum claimed as total spent in this request is proper and due and that all funds provided by ASU Foundation have been used solely for the purposes described in the Award Agreement and in accordance with all of the terms and conditions therein; (c) that appropriate refund or credit to the Award will be made in the event of a disallowance in accordance with the terms of the Award, for nonperformance in whole or in part under this Award, in the event funds are not expended, and that any interest exceeding US\$250 per year accrued on the funds made available herein will be refunded to the ASU Foundation; (d) that any detailed supporting information as ASU Foundation or its representative may require will be furnished by the Awardee promptly upon request; and, (e) that all requirements called for by the Award Agreement have been met up to the date of this certification.

Signature: _____ Date: _____

Name: _____ Title: _____

FOR INTERNAL OFFICE USE ONLY

Reviewed by ASU Foundation Awards Officer: _____ Date: _____
Approved by McCain Institute Representative: _____ Date: _____
Payment #: _____ Date: _____

ATTACHMENT FOUR: REPORTING REQUIREMENTS

Awardees are required to provide reports to the McCain Institute.

Reports are due on the following schedule:

- April 6, 2019
- October 4, 2019
- April 17, 2020

Reports shall include the following information:

1. Executive summary (2 page maximum)
2. Goals and objectives
3. Achieved Outcomes and Results to Date
4. Lessons learned
6. Completed Work Plan
7. Budget Summary:
 - This section should include the original proposal budget, previously revised and approved budget (if applicable), and a budget summary that provides all financial expenditures to-date. Please include line-item expenses and cost drivers at a level of detail that fully explains the underlying assumptions (e.g., Salaries should be by headcount title/role, time allocation, and cost per time allocation), and note variances from the original proposed budget. Financial expenditures should be categorized and consolidated as follows:
 - a. Salaries
 - b. Fringe Benefits
 - c. Travel
 - d. Consultants
 - e. Supplies
 - f. Contracted Services
 - g. Other direct costs
 - h. Capital equipment
 - i. Field-level program interventions (These are on-the-ground activities that directly involve and benefit the project beneficiaries.)
 - j. Overhead
 - **This section should include an Annual Financial Accounting.**