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Description of document: Each of the Memoranda of Understanding (MOUs) or Memoranda of Agreement (MOAs) established in FY 2012 and/or FY 2013 between the National Endowment for the Arts (NEA) and other federal agencies

Request date: 2013

Released date: 26-November-2013

Posted date: 15-December-2014

Source of document: FOIA Request
Office of General Counsel
National Endowment for the Arts
400 7th Street, SW
Washington, DC 20506
Fax: 202/682-5572
Email: foia@arts.gov

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From: FOIA
Date: Nov 26, 2013 3:18:27 PM
Subject: RE: FOIA Request F14 007

This e-mail responds to your request for records under the Freedom of Information Act (FOIA), 5 U.S.C. 552. Your request has been assigned file number FY14-007. In your below e-mail, you requested a copy of each of the Memoranda of Understanding (MOUs) or Memoranda of Agreement (MOAs) established in FY 2012 and/or FY 2013 between NEA and other federal agencies.

Your request has been granted. Attached are the responsive documents (1 of 2 emails) for your request with regards to FY12. The responsive documents for FY13 will be sent in another email.

The National Endowment for the Arts is governed by the provisions of the National Foundation on the Arts and the Humanities Act, 20 U.S.C. 951 et seq., and the Freedom of Information Act with respect to the release of agency records. In accordance with the NEA's FOIA regulations, 45 C.F.R. 1100.5(b)(1), you may appeal the Agency's determination. Such an appeal must be made to the Chairman within ten working days following the receipt of this e-mail. Additional information on the appeal process may be found at the following link:
<http://www.nea.gov/about/FOIA/index.html#appeal>.

Please contact me if you have any questions about this response.

Sincerely,

FOIA Officer
National Endowment for the Arts
1100 Pennsylvania Ave., NW, Suite 608
Washington, DC 20506
Ph: (202)682-5746/Fax: (202)682-5572

MEMORANDUM OF UNDERSTANDING
Concerning an Appalachian Regional Development Initiative
Between and Among

Appalachian Regional Commission and
United States Department of Agriculture, United States Department of Commerce, United States
Department of Education, United States Department of Health and Human Services, United States
Department of Housing and Urban Development, United States Department of the Interior, United
States Department of Labor, United States Department of Transportation, United States Department
of the Treasury, United States Environmental Protection Agency, United States Small Business
Administration, and National Endowment for the Arts

I. Purpose

This Memorandum of Understanding (Memorandum) is entered into by the signatory agencies to establish an interagency collaboration and action plan specifically designed to strengthen and diversify the Appalachian economy, improve the health and welfare of its people and to protect the environment. This Memorandum aims to better deploy and coordinate Federal resources in the Appalachian Region, and implement the goals, strategies and purposes of the Appalachian Regional Development Act of 1965, as amended. This Memorandum includes short-term goals to organize a Federal outreach initiative to assist with immediate capacity needs in the Region, as well as long-term goals to facilitate the cooperation and collaboration of Federal agencies and to disseminate policy and funding strategies to State and local partners.

II. Authority

Under the provisions of the Appalachian Regional Development Act of 1965, as amended (40 U.S.C. 14101-14704), the Appalachian Regional Commission (ARC) is authorized to serve as a focal point and coordinating unit for Appalachian programs and to seek to coordinate the economic development activities of, and the use of economic development resources by, Federal agencies in the Appalachian Region (40 U.S.C. 14303 (a) (7) and (10)).

III. Background

The Appalachian Region of the United States, as defined by statute, includes all of West Virginia and portions of 12 other States, including Alabama, Georgia, Kentucky, Maryland, Mississippi, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, and Virginia. Appalachia is generally characterized by three main sub-regions – Northern, Central and Southern – each possessing unique socioeconomic challenges. Approximately 25 million people live in the 205,000 square mile area called Appalachia, encompassing 420 counties.

Appalachia faces a combination of challenges that few other regions of the country experience, including mountainous terrain, dispersed population, limited access to higher education, shortages of financial and human capital, and lower per capita public investment. These challenges have resulted in lower rates of educational attainment and higher rates of poverty and underemployment. Appalachia also experiences continued underinvestment in critical infrastructure-related work, including broadband, and wastewater and drinking water systems. In addition, the Appalachian Region experiences significant health disparities and a lack of access to health care. The most recent economic downturn has compounded these challenges, and Appalachia has been affected even more severely than the nation as a whole.

IV. Findings

To help better understand Appalachia's unique situation, several signatory agencies to this Memorandum performed an economic assessment of the Region and sought the input of Appalachian citizens through a series of listening sessions held in the Region and on an online public comment website. The assessment reported that the well-being of the Appalachian people remains below the national average on a wide range of key indicators, including high rates of unemployment, disability, health disparities, and poverty, coupled with low per capita incomes and college graduation rates. The assessment concludes that the combination of these challenges has greatly hindered economic development in Appalachia. At the same time, Appalachians who attended the listening sessions expressed frustration with the Region's overdependence on single-sector employment and concern over health issues associated with environmental challenges. Attendees repeatedly requested help to take advantage of 21st century educational and employment opportunities. Citizens were also concerned over the shortage of regional economic development strategies and the lack of coordination to address challenges by Federal, State, and local agencies.

The signatory agencies to this Memorandum find that these aforementioned concerns represent critical challenges for Appalachia that could be more effectively addressed through a coordinated and targeted Federal response, a strategy for which is outlined herein.

V. Actions and Responsibilities

In response to these findings, the signatory agencies intend to:

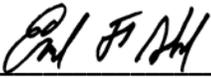
- a) Commit one representative to an Interagency Coordinating Council (Council) on Appalachia. The Council, which is to be chaired by the ARC Federal Co-Chair, shall consist of a senior representative designated by each agency head. The Council will meet in person at the beginning of each fiscal year to commence yearly coordination efforts and periodically thereafter to share information, establish policy priorities, and, where appropriate and consistent with applicable statutory and regulatory authority, share information on new and current funding opportunities and activities in the Region. The ARC Federal Co-Chair will be responsible for organizing and hosting these meetings.
- b) Commit local Federal agency representatives to three regional steering committees covering each of Northern, Central, and Southern Appalachia. (See attached map for regional breakout) Representatives on these steering committees should be senior agency field staff that work in the Northern, Central and Southern regions. The steering committees will be responsible for coordinating Federal activities in each sub-region and making policy recommendations to the Council. Each steering committee is to meet at least once each fiscal year and will be comprised of Federal personnel only.
- c) Support the Council's efforts to develop a strategy to further the purposes of the Appalachian Regional Development Act (ARDA) of 1965, as amended (40 U.S.C. 14101-14704). The Council will examine which agencies are best suited to work towards the fulfillment of the different purposes of ARDA, and ascertain ways the agencies can work with Federal, State, and local partners to advance these elements. As part of this effort, the Council will work with participating agencies to gather information on prior year funding in Appalachia. In addition, the Council will work with agencies to identify challenges encountered in their work in Appalachia and help formulate mitigating strategies.
- d) Through the Council, collaborate with States, local governments, and regional stakeholders, as appropriate, to develop strategic initiatives and partnerships to pursue particular goals developed through this initiative.

- e) Participate in a Federal technical assistance outreach initiative across Appalachia to better inform citizens on how to access Federal grant assistance programs. Each agency agrees to participate in strategic outreach sessions during which their programs are to be showcased and described to State and local stakeholders. These sessions are to be designed and organized by the Council, in partnership with the Northern, Central, and Southern Appalachian regional steering committees, and are to occur as necessary at the agreement of the group.
- f) Collaborate with a Federal Advisory Board to assess demographic, economic, and natural resource trends in the Appalachian Region and identify issues where additional Federal attention is needed to support community and regional development efforts. The Federal Advisory Board is to be chaired by a representative from the Department of Agriculture's Economic Research Service and will coordinate closely with the Council. The Board will be composed of Federal Government social scientists with expertise in research areas relevant to the development challenges and opportunities in the Appalachian Region.
- g) Actively seek opportunities, as appropriate, to collaborate with other Federal agencies to support activities and investments in Appalachia related to the goals of this Memorandum.

VI. Period of Agreement and Limitations

- a) This Memorandum of Understanding will terminate on September 30, 2016, but may be extended or amended at any time by mutual written agreement of signatory agencies.
- b) This Memorandum does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not signatory agencies to this agreement, against any party, their officers or employees, or any other person. This Memorandum does not direct or apply to any person outside of any of the signatory agencies.
- c) As required by the Antideficiency Act (31 U.S.C. 1341 and 1342), all commitments made by any signatory agencies in this Memorandum are subject to the availability of appropriated funds and budget priorities. Nothing in this Memorandum, in and of itself, obligates any signatory agency to expend appropriations, to enter into any contract, assistance agreement, or interagency agreement, or to incur other financial obligations. Any transaction involving transfers of funds between the signatory agencies to this Memorandum will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.
- d) Nothing in this Memorandum shall obligate any of the signatory agencies to undertake any activity not consistent with that agency's laws, regulations, or priorities.

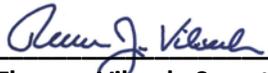
The signatory agencies hereto have executed this Memorandum concerning an Appalachian Regional Development Initiative as of the latest date written below:



 Earl Gohl, Federal Co-chair
 Appalachian Regional Commission

11/12/2010

 Date



 Thomas Vilsack, Secretary
 U.S. Department of Agriculture

11/12/2010

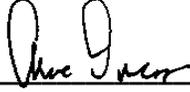
 Date



Gary Locke, Secretary
U.S. Department of Commerce

11/12/2010

Date



Arnie Duncan, Secretary
U.S. Department of Education

11/12/2010

Date



Kathleen Sebelius, Secretary
U.S. Department of Health
and Human Services

11/12/2010

Date



Shaun Donovan, Secretary
U.S. Department of Housing and
Urban Development

11/12/2010

Date



Ken Salazar, Secretary
U.S. Department of the Interior

JAN 05 2011

Date

U.S. Department of Labor

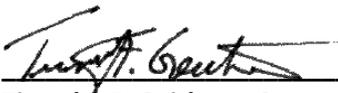
Date



Ray LaHood, Secretary
U.S. Department of Transportation

11/12/2010

Date



Timothy F. Geithner, Secretary
U.S. Department of the Treasury

11/18/2010

Date

Lisa P. Jackson, Administrator
U.S. Environmental Protection Agency

11/12/2010

Date

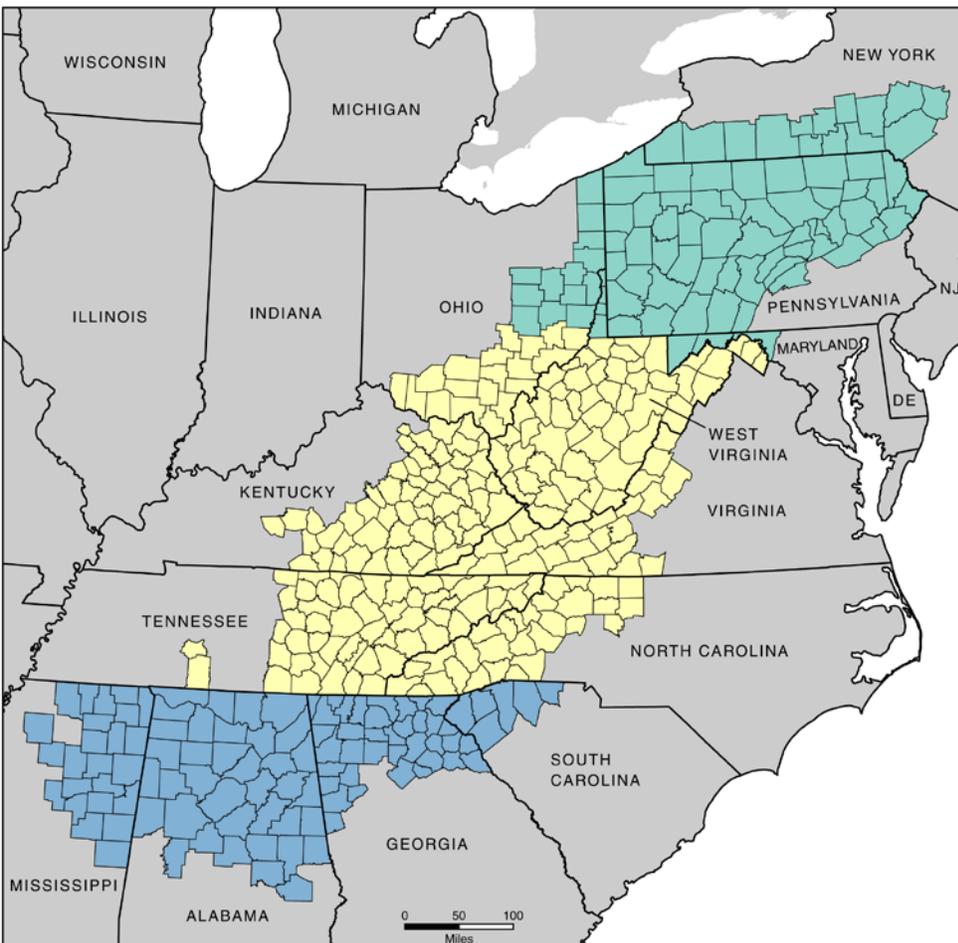
Karen G. Mills, Administrator
U.S. Small Business Administration

11/12/2010

Date

Rocco Landesman, Chairman
National Endowment for the Arts

Date



**ARDI Steering
Committee
Regions**

-  Northern
-  Central
-  Southern

Source: Appalachian Regional Commission.

INTERAGENCY AGREEMENT

PURSUANT TO THE ECONOMY ACT

Through which the National Endowment for the Arts (NEA), Independent Agency
is Purchasing Services

to Produce its “Arts and Cultural Production Satellite Account” (ACPSA)

From the Bureau of Economic Analysis (BEA), U.S. Department of Commerce

NEA Agreement #: G12-00034

BEA Agreement #: RA 12 NEA 757

1. PURPOSE AND PARTIES

This Interagency Agreement establishes an agreement between the National Endowment for the Arts (NEA) and the Bureau of Economic Analysis (BEA), United States Department of Commerce (DOC) through which NEA will pay BEA for the full cost to produce statistics describing the industries producing, or industries providing goods and services to assist in the production of arts and culture. The resulting product will be termed the “Arts and Cultural Production Satellite Account” (ACPSA).

The foundation for this new account will be the BEA Benchmark Input-Output Table which provides the foundation for most of the accounts in BEA including gross domestic product (GDP).

2. BACKGROUND

The National Endowment for the Arts was established by Congress in 1965 as an independent agency of the federal government. To date, the NEA has awarded more than \$4 billion to support artistic excellence, creativity, and innovation for the benefit of individuals and communities. The NEA extends its work through partnerships with state arts agencies, local leaders, other federal agencies, and the philanthropic sector.

3. AUTHORITY

The authorities for BEA and NEA to enter into this agreement are:

- (1) The Economy Act, 31 U.S.C. § 1535, which provides that an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if:
 - (A) Amounts are available;
 - (B) The ordering agency decides the order is in the best interest of the United States Government;
 - (C) The agency to fill the order is able to provide or get by contract the ordered goods or services; and
 - (D) The agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise (payments must be made on the basis of the actual cost of goods or services provided).

- (2) The programmatic authority under which the Bureau of Economic Analysis provides these services is Title 15 U.S.C. Section 1516, which authorizes the Secretary of Commerce to control the gathering and distributing of statistical information naturally relating to the subjects confided to his department.

The programmatic authority under which the National Endowment for the Arts is authorized to enter into this agreement pursuant to Section 5(o) of the National Foundation on the Arts and the Humanities Act of 1965 as amended [20 U.S.C. 951, 954(o)].

4. ECONOMY ACT FINDINGS

As set forth in the attached "Determinations and Findings Pursuant to 48 CFR 17.503," NEA warrants that sufficient funding amounts are available, that this agreement is in the best interest of the United States Government, and that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise. BEA warrants that it is able to provide the requested services.

5. TERMS AND CONDITIONS

Funding and financing for this agreement will not exceed \$2,500,000.00. NEA will provide funding in the amount of \$1,500,000 in FY2012 and amendments in FY 2013 and FY 2014 for the purpose of adding \$500,000.00 each year. This funding will reimburse BEA's costs incurred during fiscal years 2012 through 2014 to produce statistics describing the industries producing or providing goods and services in the production of arts and culture. BEA will bill the \$1.5M for services and/or goods provided from when this agreement is signed until 09/30/2013.

6. STATEMENT OF WORK

The Bureau of Economic Analysis (BEA) promotes a better understanding of the U.S. economy by providing the most timely, relevant and accurate economic account data in an objective and cost-effective manner. BEA's Benchmark Input-Output (I-O) accounts provide the foundation for nearly all the estimates of BEA including gross domestic product. BEA is the agency responsible for producing these I-O accounts.

Satellite Accounts are supplemental accounts that expand the analytical capacity of the main accounts by focusing on a particular aspect of economic activity. BEA currently produces three sets of satellite accounts: The travel and tourism satellite account; the research and development satellite account; the health care satellite account. Previously BEA produced a transportation satellite account.

Experience from developing and maintaining these accounts will assist BEA in producing this new account. Likewise, the NEA's experience in conducting economic research and analysis of arts and cultural industries will assist BEA in producing the account. BEA and the NEA's Office of Research & Analysis will be in regular and frequent communication and consultation throughout this process.

During FY 2012 BEA will produce a Project Plan for the Arts and Cultural Production Satellite Account or ACPSA which will include:

- The Background on satellite account concepts and structures as defined by the BEA and international guidelines on national accounting
- Distill research carried out by other nations in the area of cultural statistics
- Present a preliminary listing of detailed industries and commodities BEA plans to include in the account
- The satellite account for Arts and Cultural Production will include those industries and commodities associated with establishments
 - Whose output is intended chiefly as a function of creative or cultural engagement
 - Whose goods and services are intended chiefly to facilitate public access to such output

During FY 2013 BEA will produce preliminary estimates for the ACPSA which will include:

- Nominal estimates of annual output by detailed ACPSA industries
- Direct employment estimates by detailed ACPSA industries
- Indirect employment estimates by detailed ACPSA industries
- Compensation estimates by detailed ACPSA industries
- "Value-added" estimates by detailed ACPSA industries

These estimates will be based on the structure of the U.S. economy as defined by the BEA 2002 Input-Output Accounts. They will employ methods consistent with those used to estimate gross domestic product, national income, and other national economic measures published by BEA.

During FY 2014 BEA will produce final estimates for the ACPSA which will include:

- o Revisions and extensions to the estimates provided in FY 2013
- o An article in the *Survey of Current Business*

7. KEY OFFICIALS / PROJECT OFFICERS

Sunil Iyengar
Director, Research & Analysis
National Endowment for the Arts
Phone: (202) 682-5654
E-mail: iyengars@arts.endow.gov

Paul V. Kern
Branch Chief, Industry Economic Accounts
Bureau of Economic Analysis
U.S. Department of Commerce
1441 L Street, N.W.
Washington, D.C. 20230
Phone: (202) 606-9596
Fax: (202) 606-5316
E-mail: paul.kern@bea.gov

8. OBLIGATION OF FUNDS

NEA confirms that no-year funds are or, subject to appropriation, will be available in the fiscal years under this agreement

Fiscal Year 2012	\$ 1,500,000
Fiscal Year 2013	\$ 500,000
Fiscal Year 2014	\$ 500,000

BEA will bill NEA for reimbursement of funds via the Intragovernmental Payment and Collection System (IPAC). Bills are to be submitted by fax or email to:

Finance Office Fax Number: 202-682-5679
Finance email: NEAInvoices@arts.gov
Contact: Brenda Owens 202-682-5461, owensb@arts.gov

NEA Finance Office/Billing Address:
National Endowment for the Arts
1100 Pennsylvania Ave, NW
Finance Office, RM 624
Washington, DC 20506

9. ACCOUNTING DATA

Bureau of Economic Analysis (BEA)

Agreement No.: RA 12 NEA 757
BEA Treasury Account Symbol: 00-00-13-2012-00-1500-000
BEA ALC: 13-06-0001
BEA DUNS: 929956381
BEA TIN: 52-1259974
BEA Type: COLL
BEA Financial POC: Desirae Moorer, Budget Section Chief
Phone: (202) 606-9874
Fax: (202) 606-5323
Email: budget@bea.gov

National Endowment for the Arts (NEA)

NEA Agreement No.: G12-00034
NEA ALC: 59-00-0002
NEA Treasury Account Symbol: 59X0100
NEA ACCS accounting: 00750D0000.2012.00G0260000.0070380000.25110
NEA funds expire: No Year Appropriated Funds
NEA DUNS: 92-8276468
NEA TIN: 52-1098587
NEA Type: DISB
NEA Financial POC: John Sotelo, Budget Office Director
Phone: (202) 682-5478
Email: soteloj@arts.gov

10. DURATION OF AGREEMENT

This agreement will become effective when signed by all parties. The agreement will terminate on September 30, 2014, but may be amended at any time by mutual consent of the parties. Either party may terminate this agreement by providing 30 days written notice to the other party.

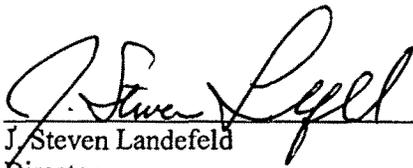
11. RESOLUTION OF DISAGREEMENTS

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume 1, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>

12. **ACCEPTANCE**

The undersigned commit themselves, their successors, and their agencies to abide by the provisions of this Interagency Agreement.



J. Steven Landefeld
Director
Bureau of Economic Analysis (BEA)
U. S. Department of Commerce

9/6/12
Date



Joan Shigekawa
Senior Deputy Chairman
National Endowment of the Arts
Independent Federal Agency

09/10/12
Date

Attachment

**DETERMINATIONS AND FINDINGS
PURSUANT TO 48 CFR 17.503**

NEA warrants:

that sufficient funding amounts are available;

that this agreement is in the best interest of the United States Government; and

that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise.

It has been determined that this Economy Act order:

does not require contracting action by the servicing agency; or

does require contracting action by the servicing agency and that one of the following circumstances exists:

the acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services;

the servicing agency has capabilities or expertise to enter into a contract for such supplies or services which is not available within the requesting agency; or

the servicing agency is specifically authorized by law or regulation, i.e., [set forth the citation for the law or regulation], to purchase such supplies or services on behalf of other agencies.



Larry Baden
Deputy Chairman, Management & Budget
National Endowment for the Arts

BEA / NEA
Arts & Cultural Production Satellite Account
RA 12 NEA 757
\$1,500,000.00

Date:

7/27/12



UNITED STATES DEPARTMENT OF COMMERCE
Office of the General Counsel
Washington, D.C. 20230

SEP 05 2012

ECONOMY ACT AGREEMENT CLEARANCE

FOR: Ophelia King, Accountant
Bureau of Economic Analysis
(BEA Agreement No. RA12NEA757)

FROM: Barbara S. Fredericks, Assistant General Counsel for Administration

SUBJECT: Revised Agreement between BEA and National Endowment for the Arts

ASD
JS

ACTIVITIES/COST: Pursuant to the attached revised agreement, BEA will perform statistical work for the National Endowment for the Arts (NEA), to produce an Arts and Cultural Production Satellite Account which will describe the industries producing or providing goods and services to assist in the production of arts and culture. NEA will provide no-year funds to BEA in the amount of \$1,500,000 for the cost of services through September 30, 2013.

DURATION OF AGREEMENT: The attached agreement becomes effective upon signature and will terminate on September 30, 2014. The period of performance for the current funding is from signature through September 30, 2013. NEA will provide future funding by amendment to the agreement. Each amendment will require separate clearance.

PROGRAMMATIC AUTHORITY: BEA is authorized to perform the requested work pursuant to 15 U.S.C. § 1516, which authorizes the Secretary to control the gathering and distributing of statistical information naturally relating to the subjects confided to the Department. NEA has authority for this work under the National Foundation on the Arts and the Humanities Act of 1965, as amended, 20 U.S.C. §§ 951 and 954(o).

OTHER COMMENTS: A signed Determination and Finding Statement is attached. The attached agreement has been revised to clarify funding information and the period of performance.

REVIEWING ATTORNEY: Andrea Torczon, 202-482-8028

Attachment

MEMORANDUM OF UNDERSTANDING
between the
NATIONAL ENDOWMENT FOR THE ARTS
and
BLUE STAR FAMILIES

I. PARTIES AND PURPOSE

The purpose of this Memorandum of Understanding is to establish the framework for the continuation of the Blue Star Museums program.

II. LEGAL AUTHORITY

NEA: The National Foundation on the Arts and the Humanities Act of 1965, as amended (20 U.S.C. § 954(o)).

III. BACKGROUND

Blue Star Museums is a collaboration among the National Endowment for the Arts, Blue Star Families, Inc. ("Blue Star Families"), and more than 1,800 museums across America. First launched in the summer of 2010, Blue Star Museums offers free admission to all active duty and active duty National Guard, and reserve military personnel and their families from Memorial Day through Labor Day. Leadership support is provided by sponsors through Blue Star Families.

IV. STATEMENT OF WORK

The **National Endowment for the Arts** shall, through the Director of Museums and Visual Arts:

- Implement the Blue Star Museums program in collaboration with Blue Star Families and coordinate the involvement of all appropriate NEA departments, including, but not limited to, the following NEA offices: NEA Visual Arts and Museum Division, NEA Chief of Staff, NEA Public Affairs, NEA Government Affairs, NEA Local Arts Agency Division, NEA Management and Budget, and NEA Senior Staff.
- Support the Blue Star Families' military outreach strategy by connecting Blue Star Families to the appropriate museums and local arts agencies.
- Maintain contact with participating museums throughout the year, recruit new and current museums and enroll those museums that want to participate in the program.

- Oversee the coordination and logistics for the Blue Star Museums Launch Event and consult with Blue Star Families to choose a date, a city and a museum location for the launch. Both parties must agree on the launch location and date.
- Provide oversight for the development and implementation of the communications plan, developed and implemented by NEA Public Affairs in consultation and collaboration with Blue Star Families.
- Coordinate the design of and payment for Blue Star Museum artwork so that military installations and participating museums can download the artwork to create posters, post cards and their own marketing and promotional materials.
- Update the Blue Star Museums website, the FAQs and the downloadable Blue Star Museums PR tool kit.
- Ensure that Blue Star Families is informed of all communications with the White House and Department of Defense.
- Conduct a survey of the museum partners in the fall of each year and share the data and the results with Blue Star Families.

Blue Star Families shall:

- Create a military community engagement and outreach plan in alignment with the overall Blue Star Museums communications plan, messaging, and materials no later than April 15.
- Contact and coordinate three to five military families (with one member in uniform) to participate in a photo/video shoot and interviews one week before the Blue Star Museums Launch.
- Contact and coordinate at least three military families and one senior uniformed service member or to appear and speak at the Blue Star Museums Launch.
- Ensure that the Blue Star Families uses current Blue Star Museums messaging, copy, graphics, internet content, and materials as provided by the NEA.
- Provide weekly blog content from participating service members, military spouses and military kids.
- Provide photos and video interviews of service members and their families from Blue Star Families promotional events.
- Ensure that the NEA Project Director is informed of all communications with the White House and Department of Defense related to Blue Star Museums.
- Ensure that the NEA Project Director and NEA Public Affairs representative are consulted on the Blue Star Families military engagement and outreach plan to ensure consistent messaging, materials and tactics.
- Share all data and results of surveys and anecdotes from participating services members and their families.

The attached timeline specifies the anticipated dates for the above activities.

V. EFFECT OF AGREEMENT

This Memorandum of Understanding does not confer any legal right upon any private person or private entity.

This Memorandum of Understanding does not restrict the NEA or Blue Star Families from participating in similar activities or arrangements with other entities.

VI. CONTACTS

The Blue Star Families contact for this MOU is Mark D. Smith, Executive Director; the NEA contact is Robert Frankel, Director, Museums and Visual Arts.

VII. TERM OF AGREEMENT

This Memorandum of Understanding shall become effective on the date of the last signature herein.

This agreement may only be modified or amended in writing upon written request of either party and with the concurrence of the other party.

This Memorandum of Understanding shall remain in effect until Sept 30, 2015, unless renewed in writing prior to that date. This Memorandum of Understanding may be terminated at any time earlier upon 60 calendar days advance written notice by one party to the other.

VIII. ACKNOWLEDGMENT

All print, audio, video, digital, web-based and other materials relating to this program shall acknowledge appropriately the support of the NEA, Blue Star Families and all other partners.

IX. AUTHORIZING SIGNATURES

For **Blue Star Families**:

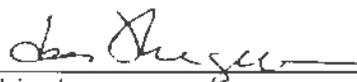


Mark D. Smith
Executive Director

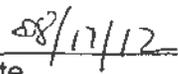


Date

For the **National Endowment for the Arts**:



Joan Shigekawa
Senior Deputy Chairman



Date

Attachment: Timeline

**MEMORANDUM OF UNDERSTANDING between the
NATIONAL ENDOWMENT FOR THE ARTS
and BLUE STAR FAMILIES**

ATTACHMENT

**BASIC TIMELINE
FOR EACH OF THE THREE YEARS
OF THE PROJECT**

September January :	NEA collect survey information from museums and maintain NEA contact with museums Assess prior year program Discuss survey results Begin Planning for next year
January:	NEA and BSF agree upon regular meeting schedule from January to August. Regular NEA/BSF meetings begin
February/March:	NEA begins museum recruiting and updating PR Tool Kit
March 31:	NEA Communications plan finalized
April 1:	Deadline for museum sign-up PR Tool goes live Launch date and location determined
April 15:	BSF Outreach plan finalized BSM online map goes live
May 1:	BSF, NEA, DOD, military and government launch participants confirmed
Week prior to Memorial Day:	BSM Launch events

United States Government
 Interagency Agreement (IAA) – Agreement Between Federal Agencies
 General Terms and Conditions (GT&C) Section

IAA Number NEA-7556013 - 0000 - 0000
 GT&C # Order # Amendment/Mod #

DEPARTMENT AND/OR AGENCY		
1.	Requesting Agency of Products/Services	Servicing Agency Providing Products/Services
Name	National Endowment for the Arts (NEA) Office of Research and Analysis	U.S. Census Bureau Demographic Surveys Division
Address	1100 Pennsylvania Avenue Washington, DC 20506	4600 Silver Hill Road Suitland, MD 20746
2. Servicing Agency Agreement Tracking Number (Optional) _____		
3. Assisted Acquisition Agreement Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
4. GT&C Action (Check action being taken)		
<input checked="" type="checkbox"/> New		
<input type="checkbox"/> Amendment – Complete only the GT&C blocks being changed and explain the changes being made.		
 <input type="checkbox"/> Cancellation – Provide a brief explanation for the IAA cancellation and complete the effective End Date.		
5. Agreement Period Start Date <u>04-15-2012</u> End Date <u>08-30-2013</u> of IAA or effective cancellation date <div style="margin-left: 100px;">MM-DD-YYYY MM-DD-YYYY</div>		
6. Recurring Agreement (Check One) A Recurring Agreement will continue, unless a notice to discontinue is received.		
Yes <input type="checkbox"/> If Yes, is this an: Annual Renewal <input type="checkbox"/>		
Other Renewal <input type="checkbox"/> State the other renewal period: _____		
No <input checked="" type="checkbox"/>		
7. Agreement Type (Check One) <input checked="" type="checkbox"/> Single Order IAA <input type="checkbox"/> Multiple Order IAA		
8. Are Advance Payments Allowed for this IAA (Check One) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If Yes is checked, enter Requesting Agency's Statutory Authority Title and Citation Census Statutory Authority Title 13 U.S.C 8(b)		
Note: Specific advance amounts will be captured on each related Order.		

**United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
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 GT&C # Order # Amendment/Mod #

9. Estimated Agreement Amount (The Servicing Agency completes all information for the estimated agreement amount.)
 (Optional for Assisted Acquisitions)

Direct Cost	\$220,000.00	Provide a general explanation of the Overhead Fees & Charges Direct costs include overhead.
Overhead Fees & Charges	\$0.00	
Total Estimated Amount	\$220,000.00	

10. STATUTORY AUTHORITY

a. Requesting Agency's Authority (Check One)

Franchise Fund Revolving Fund Working Capital Fund Economy Act (31 U.S.C. 1535/FAR 17.5) Other Authority

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority
 National Endowment for the Arts 20 U.S.C., Chapter 26, Subchapter I, 954(q)

b. Servicing Agency's Authority (Check One)

Franchise Fund Revolving Fund Working Capital Fund Economy Act (31 U.S.C. 1535/FAR 17.5) Other Authority

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority
 Title 13 U.S.C. 8(b)

11. Requesting Agency's Scope (State and/or list attachments that support Requesting Agency's Scope.)

This interagency agreement (IAA) establishes an agreement between the National Endowment for the Arts (NEA) and the the Demographic Surveys Division (DSD), U.S. Census Bureau (Census), through which NEA will pay DSD to plan, coordinate, conduct, process, and deliver data from the 2013 Public Participation in the Arts (PPIA) Supplement. The purpose of the PPIA is to obtain information on type and frequency of adult participation in the arts; training and exposure (particularly while young), and their musical and artistic activity preferences. The PPIA Supplement was last collected in May 2008 and there are activities underway for the July 2012 data collection. Although PPIA is generally collected every five years, the 2013 collection will be a shorter version of the larger supplement and will be collected every year. It was previously collected in conjunction with the National Crime and Victimization Survey (NCVS) in 1982, 1985, and 1992. The 1997 collection was conducted by the Westat Corporation. See attached Statement of Work.

12. Roles & Responsibilities for the Requesting Agency and Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency.)

The data collected/shared under this agreement are confidential under Title 13 U.S.C. § 9. Should the NEA staff require access to Title 13 data from this survey to assist in the planning, data collection, data analysis, or production of final products, those staff members are required to obtain Census Bureau Special Sworn Status (SSS). They must demonstrate that they have suitable background clearance and they must take Title 13 Awareness Training. Any access to Title 13 data at the NEA is subject to prior approval by the Census Bureau's Data Stewardship Executive Policy Committee upon assurance that the NEA facility and information technology security meet Census Bureau requirements.

United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section

IAA Number NEA-7556013 - 0000 - 0000
GT&C # Order # Amendment/Mod #

13. Restrictions (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA).

N/A

14. Assisted Acquisition Small Business Credit Clause (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.)

15. Disputes: Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10; Intragovernmental Business Rules.

16. Termination (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.)

60 days

If this agreement is canceled, any implementing contract/order may also be canceled. If the IAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IAA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

17. Assisted Acquisition Agreements – Requesting Agency's Organizations Authorized To Request Acquisition Assistance for this IAA. (State or attach a list of Requesting Agency's organizations authorized to request acquisition assistance for this IAA.)

N/A

18. Assisted Acquisition Agreements – Servicing Agency's Organizations authorized to Provide Acquisition Assistance for this IAA. (State or attach a list of Servicing Agency's organizations authorized to provide acquisition for this IAA.)

N/A

19. Requesting Agency Clause(s) (Optional) (State and/or attach any additional Requesting Agency clauses.)

The effective date of this agreement is the last date signed or start date in block 5, whichever is later. This agreement may be amended at any time by mutual written consent of the parties.

United States Government
 Interagency Agreement (IAA) – Agreement Between Federal Agencies
 General Terms and Conditions (GT&C) Section

IAA Number NEA-7556013 - 0000 - 0000
 GT&C # Order # Amendment/Mod #

20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.)

 N/A

21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency attachments.)

 N/A

22. Annual Review of IAA

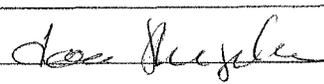
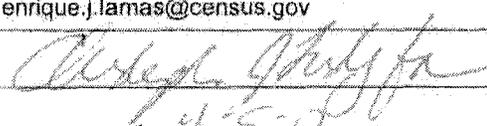
 By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).

AGENCY OFFICIAL

The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled per the agreement.

The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.

Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the Instructions for Blocks 37 and 38.

23.	Requesting Agency	Servicing Agency
Name	Joan Shigekawa	Enrique J. Lamas
Title	Senior Deputy Chairman	Acting Chief, Demographic Surveys Division
Telephone Number(s)	(202) 682-5415	(301) 763-3811
Fax Number		(301) 763-4859
Email Address	shigekawaj@arts.gov	enrique.j.lamas@census.gov
SIGNATURE		
Approval Date	04/27/12	4/5/12


 4/5/12

United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
Order Requirements and Funding Information (Order) Section.

IAA Number NEA-7556013 - 0000 - 0000 Servicing Agency's Agreement
 GT&C # Order # Amendment/Mod # Tracking Number (Optional) 0084-2012-018

PRIMARY ORGANIZATION/OFFICE INFORMATION					
24.	Requesting Agency			Servicing Agency	
Primary Organization/Office Name	National Endowment for the Arts (NEA) Office of Research and Analysis			U.S. Census Bureau Demographic Surveys Division	
Responsible Organization/Office Address	1100 Pennsylvania Avenue Washington, DC 20506			4600 Silver Hill Road Suitland, MD 20746	
ORDER/REQUIREMENTS INFORMATION					
25. Order Action (Check One)					
<input checked="" type="checkbox"/> New					
<input type="checkbox"/> Modification (Mod) – List affected Order blocks being changed and explain the changes being made. For Example: for a performance period mod, state new performance period for this Order in Block 27. Fill out the Funding Modification Summary by Line (Block 26) if the mod involves adding, deleting or changing Funding for an Order Line .					
<input type="checkbox"/> Cancellation – Provide a brief explanation for Order cancellation and fill in the Performance Period End Date for the effective cancellation date.					
26. Funding Modification Summary by Line	Line # _____	Line # _____	Line # _____	Total of All Other Lines (attach funding details)	Total
Original Line Funding	\$	\$	\$	\$	\$0.00
Cumulative Funding Changes From Prior Mods [addition (+) or reduction (-)]	\$	\$	\$	\$	\$0.00
Funding Change for This Mod	\$	\$	\$	\$	\$0.00
TOTAL Modified Obligation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Advance Amount (-)	\$	\$	\$	\$	\$0.00
Net Modified Amount Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27. Performance Period					
	Start Date	<u>04-15-2012</u>	End Date	<u>08-30-2013</u>	
		MM-DD-YYYY		MM-DD-YYYY	
For a performance period mod, insert the start and end dates that reflect the new performance period.					

**United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
Order Requirements and Funding Information (Order) Section**

IAA Number NEA-7556013 - 0000 - 0000
 GT&C # Order # Amendment/Mod #

Servicing Agency's Agreement
 Tracking Number (Optional) 0084-2012-018

28. Order Line/Funding Information			Line Number _____	
	Requesting Agency Funding Information		Servicing Agency Funding Information	
ALC	91-02-0001		13-04-0001	
Treasury Agency Code	091		013	
Trading Partner Code	091		013	
TAS	59X0100		13X4512	
BETC	DISB		COLL	
Object Class Code (Optional)				
BPN	928276468		929955383	
BPN + 4 (Optional)				
Additional Accounting Classification/Information (Optional)				
Requesting Agency Funding Expiration Date <u>MM-DD-YYYY</u>			Requesting Agency Funding Cancellation Date <u>MM-DD-YYYY</u>	
2013 Public Participation in the Arts Supplement/ CPS				
Project Number & Title				
Description of Products and/or Services, including the Bona Fide Need for this Order (State or attach a description of products/services, including the bona fide need for this Order.) This order covers tasks associated with the data collection of the 2013 PPIA Supplement. This includes the coordination of the overall development, implementation, and documentation of the supplement. The period of performance for the work performed pursuant to this funds transfer is from the effective date of the agreement through August 30, 2013.				
North American Industry Classification System (NAICS) Number (Optional) <u>N/A</u>				
Breakdown of Reimbursable Line Costs			OR	
			Breakdown of Assisted Acquisition Line Cost:	
Unit of Measure			Contract Cost	\$
Quantity	Unit Price	Total	Servicing Fees	\$
1	\$220,000.00	\$ 220,000.00	Total Obligated Cost	\$ 0.00
Overhead Fees & Charges		\$	Advance for Line (-)	\$
Total Line Amount Obligated		\$ 220,000.00	Net Total Cost	\$ 0.00
Advance Line Amount (-)		\$	Assisted Acquisition Servicing Fees Explanation	
Net Line Amount Due		\$ 220,000.00		
Type of Service Requirements				
<input type="checkbox"/> Severable Service <input checked="" type="checkbox"/> Non-severable Service <input type="checkbox"/> Not Applicable				

**United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
Order Requirements and Funding Information (Order) Section**

IAA Number NEA-7556013 - 0000 - 0000
 GT&C # Order # Amendment/Mod #

Servicing Agency's Agreement
 Tracking Number (Optional) 0084-2012-018

29. Advance Information (Complete Block 29 if the Advance Payment for Products/Services was checked "Yes" on the GT&C.)

Total Advance Amount for the Order \$ 220,000.00 [All Order Line advance amounts (Block 28) must sum to this total.]

Revenue Recognition Methodology (according to SFFAS 7) (Identify the Revenue Recognition Methodology that will be used to account for the Requesting Agency's expense and the Servicing Agency's revenue) .

- Straight-line** – Provide amount to be accrued \$ _____ and Number of Months _____
- Accrual Per Work Completed** – Identify the accounting posting period:
- Monthly per work completed & invoiced
- Other – Explain other regular period (bimonthly, quarterly, etc.) for posting accruals and how the accrual amounts will be communicated if other than billed.

30. Total Net Order Amount: \$ 220,000.00

[All Order Line Net Amounts Due for reimbursable agreements and Net Total Costs for Assisted Acquisition Agreements (Block 28) must sum to this total.]

31. Attachments (State or list attachments.)

Key project and/or acquisition milestones (Optional except for Assisted Acquisition Agreements)

Other Attachments (Optional)

BILLING & PAYMENT INFORMATION

32. Payment Method (Check One) [Intra-governmental Payment and Collection (IPAC) is the Preferred Method.]

If IPAC is used, the payment method must agree with the IPAC Trading Partner Agreement (TPA).

- Requesting Agency Initiated IPAC Servicing Agency Initiated IPAC
- Charge Card Other – Explain other payment method and reasoning.

33. Billing Frequency (Check One)

[An Invoice must be submitted by the Servicing Agency and accepted by the Requesting Agency BEFORE funds are reimbursed (i.e., via IPAC transaction)]

- Monthly Quarterly Other Billing Frequency (include explanation)

One time payment after signed by both parties

34. Payment Terms (Check One)

- 7 days Other Payment Terms (include explanation):

Upon IPAC notification (NSF 7-digit IAA/GT&C # above must be referenced on all IPAC documents in the "obligation number" filed, once signed by both parties.

United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
Order Requirements and Funding Information (Order) Section

IAA Number NEA-7556013 - 0000 - 0000
 GT&C # Order # Amendment/Mod #

Servicing Agency's Agreement
 Tracking Number (Optional) 0084-2012-018

35. Funding Clauses/Instructions (Optional) (State and/or list funding clauses/instructions.)
 Funds must be obligated by the Servicing Agency no later than the Requesting Agency's funding cancellation date.

36. Delivery/Shipping Information for Products (Optional)

Agency Name	NEA
Point of Contact (POC) Name & Title	Elizabeth Holland, Program Analyst
POC Email Address	hollande@arts.gov
Delivery Address /Room Number	1100 Pennsylvania Avenue, NW Room 616
POC Telephone Number	(202) 682-5548
Special Shipping Information	

APPROVALS AND CONTACT INFORMATION

37. PROGRAM OFFICIALS

The Program Officials, as identified by the Requesting Agency and Servicing Agency, must ensure that the scope of work is properly defined and can be fulfilled for this Order. The Program Official may or may not be the Contracting Officer depending on each agency's IAA business process.

	Requesting Agency	Servicing Agency
Name	Sunil Iyengar	Enrique J. Lamas
Title	Director, Office of Research and Analysis	Acting Chief, Demographic Surveys Division
Telephone Number	(202) 682-5654	(301) 763-3811
Fax Number	(202) 682-5677	(301) 763-4859
Email Address	iyengars@arts.gov	enrique.j.lamas@census.gov
SIGNATURE		
Date Signed		

38. FUNDING OFFICIALS - The Funds Approving Officials, as identified by the Requesting Agency and Servicing Agency, certify that the funds are accurately cited and can be properly accounted for per the purposes set forth in the Order. The Requesting Agency Funding Official signs to obligate funds. The Servicing Agency Funding Official signs to start the work, and to bill, collect, and properly account for funds from the Requesting Agency, in accordance with the agreement.

	Requesting Agency	Servicing Agency
Name	Sandy Stueckler	Enrique J. Lamas
Title	Director, Finance	Acting Chief, Demographic Surveys Division
Telephone Number	(202) 682-5491	(301) 763-3811
Fax Number		(301) 763-4859
Email Address	stueckls@arts.gov	enrique.j.lamas@census.gov
SIGNATURE	<i>S. Stueckler</i>	<i>Enrique J. Lamas</i>
Date Signed	4-25-12	4-5-12

**2013 PUBLIC PARTICIPATION IN THE ARTS SUPPLEMENT
INTERAGENCY AGREEMENT (IAA)
Statement of Work**

This Interagency Agreement (IAA) establishes an agreement between the National Endowment of the Arts (NEA) and the U.S. Census Bureau, U.S. Department of Commerce, through which NEA will pay the Census Bureau for work covered by this agreement. This agreement is for the survey operations associated with the Public Participation in the Arts (PPIA) Supplement.

The complete scope of work for the supplement covers all the activities listed below:

- a. Coordinate overall development, implementation, and documentation of the supplement.
- b. Specify and test the supplement instrument.
- c. Program the supplement instrument and test it against supporting systems (e.g., laptop case management, Master Control, ROSCO, etc.).
- d. Prepare a 1-hour interviewer home study and field procedures memorandum, and provide interviewer training via the home study.
- e. Collect data from CPS households, asking 12 questions in months-in-sample 3 and 7 only, using both CATI and CAPI interviewing and the same respondent selection procedures employed for the 2012 PPIA supplement.
- f. Specify and program the supplement edits and weights.
- g. Produce check tallies and summary tables (comparable, but with slight modifications to set of tabs prepared following the 2012 PPIA supplement) to verify the integrity of the data for the Census Bureau and NEA review. A sponsor file (CD-ROM) with the results of the February 2013 CPS/PPIA and a data dictionary will also be provided.
- h. Provide NEA with copies of the February 2013 CPS public use CD-ROM and technical documentation for their review.
- i. Create a "Source and Accuracy Statement" describing the statistical properties of the supplement data.
- j. Following sponsor approval, release supplement data to the public.



U.S. DEPARTMENT OF EDUCATION
OUTGOING

AGREEMENT BETWEEN FEDERAL AGENCIES
FOR ED ORDER OF GOODS AND SERVICES

NOTE TO EDUCATION POINT OF CONTACT: Provide a brief explanation of the goods or services ordered, basis for determining costs, and estimated total costs for multi-year projects using the BS-008 EDBUYER Payment Addendum, SOW or MOU. GSA Optional Form 347 (Order for Supplies or Services) and BS-008 EDBUYER PAYMENT ADDENDUM **must be attached** to this Agreement. Applicable provisions of the FAR, Parts 3.1, 9.5, and 17.5, and all applicable conflict of interest laws and regulations are incorporated by reference with the same force and effect as if given in full text.

EDUCATION OFFICE REQUESTING SERVICE: (BUYER)	OTHER FEDERAL AGENCY PERFORMING SERVICE: (SELLER)
PRINCIPAL OFFICE NAME: Office of Innovation and Improvement (OI)	AGENCY AND OFFICE NAME: National Endowment for the Arts
ADDRESS: 400 Maryland Avenue, SW Washington, DC 20202	ADDRESS: 1100 Pennsylvania Avenue, N.W. Washington, D.C. 20506
POINT OF CONTACT/ORDER CONTACT NAME: Diane Austin	AGREEMENT CONTACT NAME: Nancy Daugherty
TELEPHONE NUMBER: 202-260-1280 FAX #: 202-205-5630	TELEPHONE NUMBER: 202-682-5521 FAX #: 202-682-5002
EMAIL ADDRESS: diane.austin@ed.gov	EMAIL ADDRESS: daughern@arts.endow.gov
SPN (DUNS) NUMBER: 1 2 5 1 9 3 1 7 2 ^{44 (not used)}	SPN (DUNS) NUMBER: 9 2 8 2 7 6 4 6 8 ^{44 optional}
ORDER NUMBER: ED-OII-12-J-0003	INTERAGENCY REFERENCE NUMBER: IA 12-08
IAC NAME & INITIALS: Tawanna C. Coles	
IAC EMAIL ADDRESS: tawanna.coles@ed.gov	
TOTAL ORDER AMOUNT: \$ 350,000.00 FISCAL YEAR: 2012	
CERTIFICATION OF AVAILABILITY OF FUNDS:	APPROVAL FROM SELLER'S FINANCE/BUDGET OFFICER:
PO FINANCE/BUDGET OFFICER SIGNATURE: <i>Tawanna Coles</i> DATE: 8/9/12	FINANCE/BUDGET OFFICER SIGNATURE: <i>Sandy Stuedler</i> DATE: 8/13/12

AUTHORITY	
ED AUTHORITY: 20 U.S.C. Section 3475	SELLER AUTHORITY: 20 U.S.C. 954(o) and 954(a)

PERFORMANCE PERIOD	
FROM: September 1 st 2012	THROUGH: August 31, 2013

ACCOUNTING DATA AND CLEARANCES			
FINANCING: (BUYING AGENCY - \$ OUT)		FINANCING: (SELLING AGENCY - \$ IN)	
ALC: 9 1 - 0 2 - 0 0 0 1		ALC: 5 9 0 0 - 0 0 0 2	
APPROP/TREASURY ACCT SYMBOL(TAS): 91 12 0204	APPROP/TREASURY ACCT SYMBOL(TAS):	APPROP/TREASURY ACCT SYMBOL(TAS): 59 X 0100	APPROP/TREASURY ACCT SYMBOL(TAS):
AMOUNT: \$ 350,000.00	AMOUNT: \$	AMOUNT: \$ 350,000.00	AMOUNT: \$
APPROP EXP DATE: 9/30/2012	APPROP EXP DATE:		
APPROP CANCEL DATE: 9/30/2017	APPROP CANCEL DATE:		
BUSINESS EVENT TYPE CODE (BETC): D I S B	BUSINESS EVENT TYPE CODE (BEYC): C O L L		
Will initiate payment transaction: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Will initiate payment transaction: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
ED CLEARANCES: (sign and date)		OTHER INFORMATION: (optional)	
OVERSIGHT:		F 00350R0000.2012.000610000.080510000.41422	
OG:	OCIO:	OPER SEPARS 30, UNREIMBURSED COSTS WILL BE REPORTED TO ED QUARTERLY.	
SPE: <i>[Signature]</i>	OGC: <i>[Signature]</i>		
AAE:	BEAR: <i>[Signature]</i>		
BEAAD:			

APPROVAL FOR BUYING AGENCY	APPROVAL FOR SELLING AGENCY
APPROVING OFFICIAL'S PRINTED NAME: Patricia A. Knight <i>Patricia A. Knight</i>	APPROVING OFFICIAL'S PRINTED NAME: Laurence Baden
TITLE: Executive Officer	TITLE: Deputy Chairman
SIGNATURE & DATE: <i>[Signature]</i> 8/9/12	SIGNATURE & DATE: <i>[Signature]</i> 8-10-12



**U.S. DEPARTMENT OF EDUCATION
OUTGOING
EDBUYER PAYMENT ADDENDUM**

**AGREEMENT BETWEEN FEDERAL AGENCIES
FOR ED ORDER OF GOODS AND SERVICES**

**ED PRINCIPAL OFFICE (BUYER):
Completes Sections I, II, III and IV**

I. Payment Information:

ORDER NUMBER: **ED-011-12-J-0003-0000**

MODE: REIMBURSEMENT ADVANCE OF FUNDS

TIMING: LUMP SUM MONTHLY QUARTERLY OTHER (explain): _____

METHOD: IPAC or OTHER (explain): _____

II. Additional Financing Information:

(Use this space for additional Buying Agency appropriations, continued from BS-008 EDBUYER form (page 1 of 2).)

Appropriation/TAS: _____	Appropriation/TAS: _____
Amount: _____	Amount: _____
Appropriation Expiration Date: _____	Appropriation Expiration Date: _____
Appropriation Cancellation Date: _____	Appropriation Cancellation Date: _____

III. Brief Description of Goods or Services Ordered:

(A brief description of the order must be provided in this section.)

This is an Interagency Agreement between the Department of Education and the National Endowment for the Arts in support for Arts Education Partnership. The purpose of the Arts Education Partnership is to strengthen arts education as an integral part of the elementary and secondary school curriculum.

IV. Additional Terms and Conditions:

MODIFICATION, TERMINATION, OR CANCELLATION

Each party may, at its option, modify, terminate, or cancel this agreement with 30 days notice to the other party. (Enter the number of days notice as negotiated by the Parties.) In the event an order is cancelled by the buyer, the seller is authorized to collect costs incurred prior to cancellation of the order plus any termination costs.

DISPUTE RESOLUTION

In the event of a dispute concerning either the accounting treatment or the contractual aspects of this agreement, the parties agree to resolve the dispute using the dispute resolution procedures set forth in Office of Management and Budget (OMB) Memorandum M-07-03, Business Rules for Intragovernmental Transactions, dated November 13, 2006, and Treasury Financial Manual, Volume 1, Bulletin No. 2007-03, Section VII. The link to the Business Rules is provided below.

<http://www.fms.treas.gov/tfm/vol1/07-03.pdf>

OTHER FEDERAL AGENCY (SELLER): Completes either Section V.A. or V.B.

V. ED Chief Financial Officer Required Information:

(To be completed by the Selling Agency Finance Office.)

Questions pertaining to this section should be directed to the ED Finance Points of Contact: Leon Scott (202) 205-2423 or Carolyn Aahby (202) 401-3887; Email: Leon.Scott@ed.gov or Carolyn.Aahby@ed.gov; Fax: (202) 205-0755

SELLING AGENCY NAME: U. S. Department of Education

A. COMPLETE THIS SECTION FOR REIMBURSEMENT PAYMENTS:

1. When will REVENUE be recognized?

- a) Upon signing of agreement:
- b) Upon receipt of IPAC cash:
- c) As expenses accrue:
- d) Periodically for the lesser of the specified billing amount or expenses incurred. **Period is:** Monthly Quarterly Yearly Upon Completion
- e) Periodically for the specified billing amount regardless of the expenses incurred. **Period is:** Monthly Quarterly Yearly Upon Completion
- f) Other (please specify): _____

2. When will RECEIVABLES be recognized?

- a) As expenses accrue:
- b) Periodically for the lesser of the specified billing amount or expenses incurred. **Period is:** Monthly Quarterly Yearly Upon Completion
- c) Periodically for the specified billing amount regardless of the expenses incurred. **Period is:** Monthly Quarterly Yearly Upon Completion
- d) Other (please specify): _____

B. COMPLETE THIS SECTION FOR ADVANCE PAYMENTS:

1. When will an ADVANCES FROM OTHERS be recognized?

- a) Upon signing of agreement:
- b) Upon receipt of IPAC cash:
- c) At the end of the fiscal year:
- d) We are not going to recognize an entry to "Advances from Others" SGL 2310:
- e) Other (please specify): _____

2. When will the ADVANCES FROM OTHERS be liquidated?

- a) At fiscal year end:
- b) As expenses accrue:
- c) Periodically. **Period is:** Monthly Quarterly Yearly Upon Completion
- d) Other (please specify): _____

3. If an advance is recognized, the ED Finance POC will be notified quarterly via fax or email of the advance liquidation and balance for elimination and expense recognition purposes.

- a) Agree:
- b) Disagree and have discussed with ED Finance POC: Comments: _____

4. When will REVENUE be recognized?

- a) Upon signing of agreement:
- b) Upon receipt of IPAC cash:
- c) As expenses accrue:
- d) Periodically. **Period is:** Monthly Quarterly Yearly Upon Completion
- e) Other (please specify): _____

Accounting/Finance Point of Contact:

BRENDA OWENS OWENSB@ARTS.GOV 202-682-5467
 Printed Name: Lois Fields fields@arts.gov Telephone Number 202-682-5467

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER JUL 23, 2012		2. CONTRACT NO. (if any) ED-OII-12-J-0003		6. SHIP TO:		
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE Twanna Coles		
5. ISSUING OFFICE (Address correspondence to) OII US DEPARTMENT OF EDUCATION, 400 Maryland Ave SW - Rm 4W300 Washington, DC, 20202, USA				b. STREET ADDRESS See Schedule		
d. CITY		e. STATE		c. CITY		d. STATE
WASHINGTON		DC				e. ZIP CODE
		f. ZIP CODE		f. SHIP VIA		
		205060001				
7. TO: 00001766 TIN: 123456789				8. TYPE OF ORDER		
a. NAME OF CONTRACTOR DUNS: 928276468 NATIONAL ENDOWMENT FOR THE ARTS				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
b. COMPANY NAME				<input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
c. STREET ADDRESS 1100 PENNSYLVANIA AVE NW						
d. CITY		e. STATE		f. ZIP CODE		
WASHINGTON		DC		205060001		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule Obligated Amount: \$350,000.00				10. REQUISITIONING OFFICE		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED						Destination
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION		b. ACCEPTANCE		SEP 01, 2012		0% 0 Days Net 0

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	See Continuation Page For Line Item Details					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$350,000.00	17(h) TOT - (Cont. pages)	
	21. MAIL INVOICE TO: OIITC								
	a. NAME Twanna Coles							\$350,000.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) US Department of Education/OII 400 Maryland Avenue, SW, Room 4W330								
c. CITY Washington		d. STATE DC		e. ZIP CODE 20202					

22. UNITED STATES OF AMERICA BY (Signature) 						23. NAME (Typed)	
						TITLE: CONTRACTING/ORDERING OFFICER	

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>Contracting Officer: None</p> <p>Primary Contracting Officer Representative: Tawanna C. Coles, 202-205-4505, tawanna.coles@ed.gov</p> <p>Alternate Contracting Officer Representative(s): None</p> <p>Primary Technical Point of Contact: None</p> <p>Alternate Technical Point of Contact(s): None</p> <p>Interagency Agreement between the Department of Education and the National Endowment for the Arts. The purpose of this Agreement is to strengthen arts education as an integral part of the elementary and secondary school curriculum, to help ensure that all students meet challenging State content standards, to assist in the development and implementation of assessments, and to support the national effort to enable all students to demonstrate competence in the arts.</p> <p>Accounting and Appropriation Data: 0204A2012.B.2012.EU000000.UAD.2530A.000.351.0000.000000 \$350,000.00 DELIVERY DATE: 09/01/2012 SHIP TO: Twanna Coles US Department of Education/OII 400 Maryland Avenue, SW, Room 4W330 Washington DC 20202 FOB : Destination Pricing Option: Firm-Fixed-Price</p>	1.00	SE	NTE 350,000.00	NTE 350,000.00

**INTERAGENCY AGREEMENT
BETWEEN THE DEPARTMENT OF EDUCATION AND
THE NATIONAL ENDOWMENT FOR THE ARTS**

The Department of Education (ED) and the National Endowment for the Arts (Endowment) enter into this interagency agreement for a joint project to support the activities of the *Arts Education Partnership*.

The purpose of the Arts Education Partnership is to strengthen arts education as an integral part of the elementary and secondary school curriculum, to help ensure that all students meet challenging State content standards, to assist in the development and implementation of assessments, and to support the national effort to enable all students to demonstrate competence in the arts. The passage of the *No Child Left Behind Act* made the arts one of the ten core academic subjects. This provides an important opportunity for the arts to become a part of the core curriculum for all students. While *No Child Left Behind* holds schools accountable for reading, math, and science, the arts are recognized as an important part of the core experience for all children.

Under this agreement, ED through its Office of Innovation and Improvement (OII) will provide \$350,000 to the Endowment in FY 12 for the Arts Education Partnership. The Endowment will enter into a cooperative agreement with the Council of Chief State School Officers (CCSSO) to manage the Arts Education Partnership and will provide the Arts Education Partnership with \$700,000 (\$350,000 from NEA and \$350,000 from ED) in FY 12. This agreement amends the current agreement, signed in September 2011.

AUTHORITY

This agreement is authorized by:

The National Endowment for the Arts – The National Foundation on the Arts and the Humanities Act of 1965, 20 U.S.C. Sections 954(o). The United States Department of Education – Section 415 (a) of the Department of Education Organization Act, 20 U.S.C. Section 3475; Section 5551 of the Elementary and Secondary Education Act of 1965, 20 U.S.C. 7271.

Section 430 of the General Education Provisions Act (GEPA) (20 U.S.C. 1231, (et seq.)) authorizes the Secretary of Education to enter into arrangements with other Federal agencies to jointly carry out projects of common interest, to transfer such funds appropriated under any applicable program consistent with the statutes authorizing the appropriations of such funds, and to use the administering agency's procedures to award contracts or grants.

The Secretary shall provide notice to the Education and the Workforce Committee of the House of Representatives and the Health, Education, Labor and Pensions Committee of the Senate of this joint funding agreement not later than 60 days after the effective date of this agreement.

ACTIVITY DESCRIPTION

The Arts Education Partnership was formed in 1995 through a cooperative agreement between the United States Department of Education and the National Endowment for the Arts, the National Assembly of State Arts Agencies, and the Council of Chief State School Officers. Over 150 national organizations committed to promoting arts education in elementary, secondary schools and institutions throughout the country have joined the *Partnership* to help states and local school districts integrate the arts into their educational improvement plans under federal, state, and local initiatives. The *Partnership* works closely with state teams composed of representatives from the state education agency, state arts agency, and the state alliance for arts education. The *Partnership* is not an advisory body to the Endowment or the Department of Education.

The National Endowment for the Arts and the United States Department of Education, with the support of the private sector, wish to support the continuation of the *Arts Education Partnership* to facilitate planning, communication, research, and collaboration among the national organizations, government agencies, foundations, and businesses that share the goal of making the arts part of basic education, consistent with the AEP strategic plan and goals.

Under this Agreement in FY 12, the **Department of Education** shall:

- Transfer \$350,000 to the National Endowment for the Arts to fund the Arts Education Partnership. Funds transferred by ED for this purpose will be provided through Title V, Part D, Subpart 15 (Arts in Education) of the Elementary and Secondary Education Act ;
- Monitor the cooperative agreement with the Arts Education Partnership through OII;
- Meet with the Endowment and a representative of Arts Education Partnership for quarterly discussions of completed activities, planned activities, and coordination of activities among the entities; and
- Participate in the Arts Education Partnership, including its Governance Committee.

The **National Endowment for the Arts** shall be the lead agency for this project. The cooperative agreement shall be governed by established Endowment procedures. The Endowment shall:

- Enter into a cooperative agreement with the CCSSO to facilitate and coordinate the activities of the Arts Education Partnership.
- Provide CCSSO with \$700,000 (\$350,000 from the Endowment and \$350,000 from ED) in FY 12 to fund the Arts Education Partnership.

- Monitor and supervise the cooperative agreement and the Arts Education Partnership through the Arts Education Director and assigned program staff;
- Ensure that ED's designated representatives are notified of all meetings of the Partnership, its Governing Committee, and meetings with public and private funders noted previously in this document;
- Ensure that ED is provided a semi-annual interim performance report;
- Ensure that ED is provided with disseminated materials on a regular basis;
- Ensure that ED and OII receive appropriate credit for supporting any activities and products developed and disseminated as a result of the activities supported with these funds;
- Ensure that OII is provided with a copy of the Cooperator's final report 45 days after receipt by the NEA;
- Administer and account for ED funds in accordance with applicable statutory and regulatory requirements; and
- Participate in the Arts Education Partnership, including its Governance Committee.

The Executive Director of the Arts Education Partnership will facilitate planning, communications, and collaborative actions by participants in the Arts Education Partnership. In continuing the Arts Education Partnership, the Executive Director will:

- Coordinate planned objectives;
- Develop and implement specific measures that are clearly defined and carefully integrated into AEP's strategic plan. Progress on these measures will be described in a brief mid-year and a more substantial end of year report;
- Facilitate periodic meetings and subcommittee meetings of the *Partnership* participants;
- Include at least one session at each meeting that focuses on models that reflect promising arts education practices;

- Include “choice” schools that have an arts theme or integration of arts at schools with promising arts education practices;
- Continue the focus on research and evaluation, with at least one session at each meeting on either one or both topics;
- Work with participating organizations to create a commitment to the *Partnership’s* mission among their state and local officials and constituents;
- Provide a speaker or topic for the annual Arts Project Directors meeting;
- Maintain regular communications with participants of the *Partnership* and disseminate information through the AEP listserv to include but not limited to announcements of upcoming grant competitions and abstracts and/or other relevant information on Department of Education Arts-in-Education grants and initiatives on the AEP’s website, listserv, and other means of communication to Partnership members;
- Select and manage a fulltime Associate for Research in the field of arts education;
- Serve as a catalyst in encouraging partnerships among participants;
- Maintain a database of state changes in the inclusion of arts as an integral part of education and the inclusion of arts in the states assessments and make that data available to ED and the Endowment;
- Assure additional resources are secured to implement the priorities outlined in the Arts Education Action Plan and annual work plan; and
- Disseminate promising practices to key audiences, including information and research developed through U.S. Department of Education arts education grants programs.

TRANSFER OF FUNDS

Upon execution of this agreement, the Endowment shall initiate the transfer of \$350,000 from the Department of Education through the Intra-Government Payment and Collection (IPAC) system. In FY 12, ED will provide \$350,000 to the Endowment and include the ability for either entity to adjust the dollar amount.

TERM OF AGREEMENT

This interagency agreement shall become effective on the date of the last signature herein.

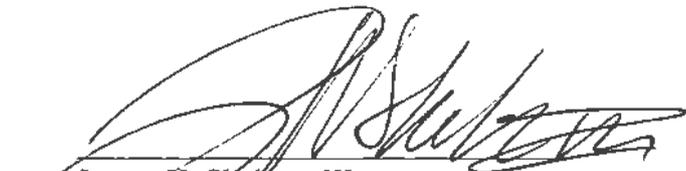
This agreement may be modified or amended only upon written request of either party and with the concurrence of the other party.

This interagency agreement may be terminated at any time earlier upon 30 calendar days advance written notice by one Party to the other.

EFFECTIVE DATE AND DURATION

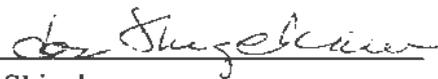
The effective dates of this Interagency Agreement will be September 1, 2012 through August 31, 2013

SIGNATORIES



James H. Shelton, III
Assistant Deputy Secretary
for Innovation and Improvement

August 9, 2012
Date



Joan Shigekawa
Senior Deputy Chairman
National Endowment for the Arts

08-13-12
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL ENDOWMENT FOR THE ARTS
AND THE
U.S. ENVIRONMENTAL PROTECTION AGENCY

WHEREAS, the purpose of the original interagency agreement between the National Endowment for the Arts (NEA) and the U.S. Environmental Protection Agency (EPA) was to partner in supporting the Governors' Institute on Community Design (Governors' Institute);

WHEREAS, the goal of the Governors' Institute is to provide training and technical assistance to governors and other key state officials about the costs of sprawling land-consumptive development and the benefits of regional and community design;

WHEREAS, EPA provided funds to NEA to support the Governors' Institute initiative under a 2005 interagency agreement and NEA contributed its own resources as well;

WHEREAS, NEA competitively selected a cooperative agreement recipient, the Smart Growth Leadership Institute of Smart Growth America (collectively Smart Growth), to conduct major responsibilities for Governors' Institute;

WHEREAS, the NEA no longer intends to fund the Governors' Institute beyond December 31, 2011, and the EPA intends to continue funding the Governors' Institute at appropriate levels determined by the EPA;

NOW THEREFORE, the NEA and EPA (collectively, the Parties, and individually, a Party) mutually agree as follows:

ARTICLE I – OBJECTIVE

This Memorandum of Understanding (MOU) establishes the terms and conditions under which the NEA may transfer its responsibilities and any related rights concerning the Governors' Institute initiative to EPA. For this purpose, the NEA, resolves to provide the necessary resources and software used during the Parties' partnership to EPA pursuant to the terms contained herein.

ARTICLE II – IMPLEMENTATION

A. The details of all transfers of software and related items are set forth in this MOU.

B. The NEA is to notify the cooperator, Smart Growth, in writing that the NEA will not be providing financial assistance for the Governors' Institute beyond the December 2011 end dates of the FY09 and FY10 cooperative agreements between NEA and Smart Growth. Additionally, NEA is to advise Smart Growth of the federal government's rights under 2 CFR 215.36 to obtain, reproduce and use materials and data produced under the NEA cooperative agreement for federal purposes, and to authorize others to do so.

C. The NEA has requested that Smart Growth take the following steps:

1. Ensure that the maintenance fees and all other related fees, for the Governors Institute web site if any, are current and continue to be paid on a timely basis through the end of December 2011. All costs incurred by December 31, 2011, by Smart Growth must be paid within 90 days of this date.
2. Forward all passwords and/or access codes for the website to the NEA no later than September 30, 2011. Smart Growth will still use the passwords and access codes through the end of the FY09 and FY10 cooperative agreements in December 2011.
3. Advise the NEA if Smart Growth has any knowledge of any website-related matters that the NEA should communicate to EPA to ensure that the website functions properly.
4. Provide a list of all Governors' Institute materials and data sets, including archived materials and data sets, in Smart Growth's possession that were developed or produced with NEA funds.
5. Provide final reports for the FY09 and FY10 cooperative agreements to the NEA no later than 90 days after December 31, 2011.

D. The NEA is to provide EPA with an interim letter once Smart Growth has completed the actions set forth in Article II.C. 1-4. The NEA is to provide the EPA with a close-out letter for the 2005 interagency agreement once the NEA has received Smart Growth's final reports, as provided in Article II.C.5.

E. The EPA intends to issue a Request for Proposals to provide financial assistance for continuation of the Governors' Institute. The EPA may seek representatives from the NEA to participate on the review panel for the Request for Proposals.

F. The EPA intends to maintain documents and other materials, archived and otherwise, related to the Governors' Institute that EPA receives from Smart Growth or the NEA in accordance with EPA Records Retention Schedules applicable to interagency agreements and financial assistance agreements.

G. The designated offices for the coordination and management of this Agreement, and to which all requests under this Agreement should be made, are:

1. For the NEA:

Jason Schupach
Director of Design
National Endowment for the Arts
1100 Pennsylvania Avenue, NW, Suite 729
Washington, DC 20506
Telephone: 202-682-5786
Facsimile: 202-682-5721
Email: schupbachj@arts.gov

2. For the EPA:

Clark Wilson
Office of Sustainable Communities
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Telephone: 202-566-2880
Facsimile: 202-566-2868
Email: wilson.clark@epa.gov

ARTICLE III – DESCRIPTION OF WEBSITE

The NEA initiated the creation of the Governors' Institute website by using an online turn-key design by Genesis Theme Framework by Studio Press to populate the site with content.

ARTICLE IV – TRANSFER OF WEBSITE

A. As provided in 2 CFR 215.36, the NEA reserved a royalty-free, nonexclusive and

irrevocable right to reproduce, publish, or otherwise use the website content for Federal purposes and to authorize others to do so under the terms of NEA's cooperative agreement with Smart Growth. Upon receipt from Smart Growth of the necessary passwords, the NEA will transfer the website, including any and all intellectual property rights, to EPA. Upon receipt, EPA intends to determine whether to continue to operate the Governors' Institute pending EPA's selection of a financial assistance recipient to continue the project.

B. To the extent that the website includes any additional content, data sets or software that are not subject to 2 CFR 215.36 and are proprietary to a third party, the EPA will have to seek any relevant rights or releases directly, including any rights related to website development by Smart Growth or Studio Press.

C. The NEA is to obtain all necessary passwords and any other relevant access information from Smart Growth and provide such information to the EPA.

ARTICLE V – TRANSFER OF TRADEMARK

A. The NEA shall assign ownership of the Governors' Institute trademark to EPA through the Parties' signature to this MOU.

B. The NEA shall record the assignment of its Governors' Institute trademark with the Assignment Services Division of the U.S. Patent and Trademark Office to maintain clear title.

C. The EPA shall, upon the trademark's assignment, assume full responsibility and control of the Governors' Institute trademark.

ARTICLE VI – FINANCIAL PROVISIONS

The NEA will no longer provide funding to the Governors' Institute initiative. Smart Growth, the NEA's cooperator, may not enter into any new obligations on behalf of the Governors' Institute initiative after December 31, 2011. Smart Growth has ninety (90) days following December 31, 2011, to satisfy all financial obligations that it incurred for the Governors' Institute initiative. The NEA acknowledges that all financial matters related to work performed by Smart Growth through December 31, 2011 are to be directed to NEA. The EPA acknowledges that all financial matters from the date of signature of this MOU regarding the website and any new initiatives on behalf of the Governors' Institute are to be directed to the EPA. However, this MOU does not in and of itself require EPA to incur financial obligations relating to the Governors' Institute and all commitments EPA makes under this MOU are subject to the availability of appropriated funds and EPA budget priorities. Any transaction involving transfers of funds between the parties to

this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.

ARTICLE X – RESOLUTION OF DISAGREEMENTS

The Parties are to resolve any disagreement regarding the interpretation or application of this Agreement in consultations between the Parties. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not party to this agreement, against NEA or EPA, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of NEA and EPA.

ARTICLE X – COMMENCEMENT/MODIFICATION/TERMINATION

This MOU is to take effect upon the signature of the Parties and remain in effect until completion of the website transfer in accordance with Articles II and IV and the trademark transfer in accordance with Article VI. This MOU may be modified, at any time per the mutual written consent of the Parties. Additionally, a Party may terminate its participation in this MOU at any time by providing written notice to the other Party[ies], at least 30 days in advance of the desired termination date.

NATIONAL ENDOWMENT FOR THE ARTS

U.S. ENVIRONMENTAL PROTECTION
AGENCY

BY:



Joan Shigekawa
Senior Deputy Chairman

BY:



Matthew Dalbey, Division Director
Federal and State Division
Office of Sustainable Communities

DATE:

10/12/11

DATE:

OCTOBER 11, 2011

United States Government
 Interagency Agreement (IAA) – Agreement Between Federal Agencies
 General Terms and Conditions (GT&C) Section

IAA Number XAG12005 - 0000 -
 GT&C # Order # Amendment/Mod #

DEPARTMENT AND/OR AGENCY		
1.	Requesting Agency of Products/Services	Servicing Agency Providing Products/Services
	Name	National Endowment for the Arts
	Address	1100 Pennsylvania Avenue, NW Washington, DC 20506
		National Institute on Aging
		9000 Rockville Pike, Building 31, Room 2C06 Bethesda, MD 20892
2. Servicing Agency Agreement Tracking Number (Optional) _____		
3. Assisted Acquisition Agreement Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
4. GT&C Action (Check action being taken)		
<input checked="" type="checkbox"/> New		
<input type="checkbox"/> Amendment – Complete only the GT&C blocks being changed and explain the changes being made.		
<input type="checkbox"/> Cancellation – Provide a brief explanation for the IAA cancellation and complete the effective End Date.		
5. Agreement Period Start Date <u>03-01-2012</u> End Date <u>10-06-2012</u> of IAA or effective cancellation date MM-DD-YYYY MM-DD-YYYY		
6. Recurring Agreement (Check One) A Recurring Agreement will continue, unless a notice to discontinue is received.		
Yes <input type="checkbox"/> If Yes, is this an: Annual Renewal <input checked="" type="checkbox"/>		
Other Renewal <input type="checkbox"/> State the other renewal period: _____		
No <input checked="" type="checkbox"/>		
7. Agreement Type (Check One) <input checked="" type="checkbox"/> Single Order IAA <input type="checkbox"/> Multiple Order IAA		
8. Are Advance Payments Allowed for this IAA (Check One) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes is checked, enter Requesting Agency's Statutory Authority Title and Citation		
Note: Specific advance amounts will be captured on each related Order.		

United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section

IAA Number XAG12005 - 0000 -
GT&C # Order # Amendment/Mod #

13. Restrictions (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA).

14. Assisted Acquisition Small Business Credit Clause (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.)

15. Disputes: Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10; Intragovernmental Business Rules.

16. Termination (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.)

60

If this agreement is canceled, any implementing contract/order may also be canceled. If the IAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IAA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

17. Assisted Acquisition Agreements – Requesting Agency's Organizations Authorized To Request Acquisition Assistance for this IAA. (State or attach a list of Requesting Agency's organizations authorized to request acquisition assistance for this IAA.)

18. Assisted Acquisition Agreements – Servicing Agency's Organizations authorized to Provide Acquisition Assistance for this IAA. (State or attach a list of Servicing Agency's organizations authorized to provide acquisition for this IAA.)

19. Requesting Agency Clause(s) (Optional) (State and/or attach any additional Requesting Agency clauses.)

**United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section**

IAA Number XAG12005 - 0000 -
 GT&C # Order # Amendment/Mod #

20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.)

21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency attachments.)

22. Annual Review of IAA

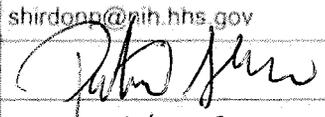
By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).

AGENCY OFFICIAL

The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled per the agreement.

The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.

Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the Instructions for Blocks 37 and 38.

23.	Requesting Agency	Servicing Agency
Name	Joan Shigekawa	Patrick Shirdon
Title	Senior Deputy Chairman	Director of Management, NIA
Telephone Number(s)	(202) 682-5415	(301) 496-5345
Fax Number	(202) 682-5064	(301) 480-1261
Email Address	shigekawaj@arts.gov	shirdonn@nih.hhs.gov
SIGNATURE		
Approval Date	3/24/12	4-3-2012

**United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
Order Requirements and Funding Information (Order) Section**

IAA Number XAG12005 - 001 - _____ Servicing Agency's Agreement
 GT&C # _____ Order # _____ Amendment/Mod # _____ Tracking Number (Optional) G12-00007-00

PRIMARY ORGANIZATION/OFFICE INFORMATION		
24.	Requesting Agency	Servicing Agency
Primary Organization/Office Name	Office of Research and Analysis	National Institute on Aging
Responsible Organization/Office Address	1100 Pennsylvania Avenue, NW, Rm 616, Washington, DC 20506	9000 Rockville Pike, Bldg. 31, Rm. 2C06 Bethesda, MD 20892

ORDER/REQUIREMENTS INFORMATION

25. Order Action (Check One)

New

Modification (Mod) – List affected Order blocks being changed and explain the changes being made. For Example: for a performance period mod, state new performance period for this Order in Block 27. **Fill out the Funding Modification Summary by Line (Block 26)** if the mod involves adding, deleting or changing **Funding for an Order Line**.

Cancellation – Provide a brief explanation for Order cancellation and fill in the Performance Period End Date for the effective cancellation date.

26. Funding Modification Summary by Line	Line # _____	Line # _____	Line # _____	Total of All Other Lines (attach funding details)	Total
Original Line Funding	\$	\$	\$	\$	\$0.00
Cumulative Funding Changes From Prior Mods [addition (+) or reduction (-)]	\$	\$	\$	\$	\$0.00
Funding Change for This Mod	\$	\$	\$	\$	\$0.00
TOTAL Modified Obligation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Advance Amount (-)	\$	\$	\$	\$	\$0.00
Net Modified Amount Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

27. Performance Period Start Date 03-01-2012 End Date 10-06-2012
 For a performance period mod, insert the start and end dates that reflect the new performance period. MM-DD-YYYY MM-DD-YYYY

**United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
Order Requirements and Funding Information (Order) Section**

IAA Number XAG12005 - 001 -
 GT&C # Order # Amendment/Mod #

Servicing Agency's Agreement
 Tracking Number (Optional) G12-00007-00

28. Order Line/Funding Information			Line Number _____	
		Requesting Agency Funding Information	Servicing Agency Funding Information	
ALC		59-00-0002	75-08-0031	
Treasury Agency Code		5920	75	
Trading Partner Code		59	08	
TAS		59X0100	75-8-0843	
BETC		DISB	COLL	
Object Class Code (Optional)		25110	2530 2538	
BPN		928276468	927645168	
BPN + 4 (Optional)				
Additional Accounting Classification/Information (Optional)		00350D0000.2012.00G0260000. 0070380000	Project Number: 134422 (Project #) Project Name: 8014304 (CAN)	
Requesting Agency Funding Expiration Date		Requesting Agency Funding Cancellation Date		
09-30-2012		09-30-2012		
MM-DD-YYYY		MM-DD-YYYY		
Project Number & Title G12-00007-00				
Description of Products and/or Services, including the Bona Fide Need for this Order (State or attach a description of products/services, including the bona fide need for this Order.)				
North American Industry Classification System (NAICS) Number (Optional)				
Breakdown of Reimbursable Line Costs			OR Breakdown of Assisted Acquisition Line Cost:	
Unit of Measure			Contract Cost	\$
Quantity	Unit Price	Total	Servicing Fees	\$
1	\$70,000.00	\$70,000.00	Total Obligated Cost	\$0.00
Overhead Fees & Charges		\$	Advance for Line (-)	\$
Total Line Amount Obligated		\$70,000.00	Net Total Cost	\$0.00
Advance Line Amount (-)		\$	Assisted Acquisition Servicing Fees Explanation	
Net Line Amount Due		\$70,000.00		
Type of Service Requirements				
<input type="checkbox"/> Severable Service <input checked="" type="checkbox"/> Non-severable Service <input type="checkbox"/> Not Applicable				

**United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
Order Requirements and Funding Information (Order) Section**

IAA Number XAG12005 - 001 - _____
GT&C # Order # Amendment/Mod #

Servicing Agency's Agreement
Tracking Number (Optional) G12-00007-00

29. Advance Information (Complete Block 29 if the Advance Payment for Products/Services was checked "Yes" on the GT&C.)

Total Advance Amount for the Order \$ _____ [All Order Line advance amounts (Block 28) must sum to this total.]

Revenue Recognition Methodology (according to SFFAS 7) (Identify the Revenue Recognition Methodology that will be used to account for the Requesting Agency's expense and the Servicing Agency's revenue)

- Straight-line – Provide amount to be accrued \$ _____ and Number of Months _____
- Accrual Per Work Completed – Identify the accounting posting period:
- Monthly per work completed & invoiced
 - Other – Explain other regular period (bimonthly, quarterly, etc.) for posting accruals and how the accrual amounts will be communicated if other than billed.

30. Total Net Order Amount: \$ 70,000.00

[All Order Line Net Amounts Due for reimbursable agreements and Net Total Costs for Assisted Acquisition Agreements (Block 28) must sum to this total.]

31. Attachments (State or list attachments.)

Key project and/or acquisition milestones (Optional except for Assisted Acquisition Agreements)

Other Attachments (Optional)

BILLING & PAYMENT INFORMATION

32. Payment Method (Check One) [**Intra-governmental Payment and Collection (IPAC)** is the Preferred Method.]
If IPAC is used, the payment method must agree with the IPAC Trading Partner Agreement (TPA).

- Requesting Agency Initiated IPAC Servicing Agency Initiated IPAC
- Charge Card Other – Explain other payment method and reasoning.

33. Billing Frequency (Check One)

[An Invoice must be submitted by the Servicing Agency and accepted by the Requesting Agency BEFORE funds are reimbursed (i.e., via IPAC transaction)]

- Monthly Quarterly Other Billing Frequency (include explanation)

34. Payment Terms (Check One)

- 7 days Other Payment Terms (include explanation): one time billing

United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
Order Requirements and Funding Information (Order) Section

IAA Number XAG12005 - 001 - Servicing Agency's Agreement
 GT&C # Order # Amendment/Mod # Tracking Number (Optional)

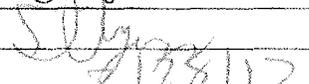
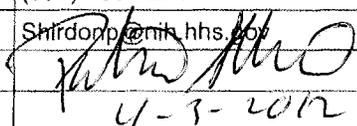
35. Funding Clauses/Instructions (Optional) (State and/or list funding clauses/instructions.)

36. Delivery/Shipping Information for Products (Optional)

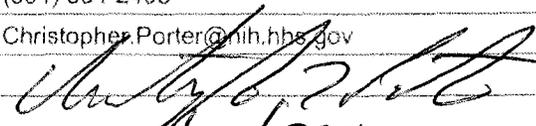
Agency Name	
Point of Contact (POC) Name & Title	
POC Email Address	
Delivery Address /Room Number	
POC Telephone Number	
Special Shipping Information	

APPROVALS AND CONTACT INFORMATION

37. PROGRAM OFFICIALS
 The Program Officials, as identified by the Requesting Agency and Servicing Agency, must ensure that the scope of work is properly defined and can be fulfilled for this Order. The Program Official may or may not be the Contracting Officer depending on each agency's IAA business process.

	Requesting Agency	Servicing Agency
Name	Sunil Iyengar	Patrick Shirdon
Title	Director, Research and Analysis	Director of Management, NIA
Telephone Number	(202) 682-5654	(301) 496-5345
Fax Number	(202) 682-5677	(301) 480-1261
Email Address	iyengars@arts.gov	Shirdonp@nih.hhs.gov
SIGNATURE		
Date Signed	4/30/12	4-3-2012

38. FUNDING OFFICIALS - The Funds Approving Officials, as identified by the Requesting Agency and Servicing Agency, certify that the funds are accurately cited and can be properly accounted for per the purposes set forth in the Order. The Requesting Agency Funding Official signs to obligate funds. The Servicing Agency Funding Official signs to start the work, and to bill, collect, and properly account for funds from the Requesting Agency, in accordance with the agreement.

	Requesting Agency	Servicing Agency
Name	Sandy Stueckler	Christopher L. Porter
Title	Director, Finance	Budget Officer, NIA
Telephone Number	(202) 682-5491	(301) 451-8830
Fax Number	(202) 682-5679	(301) 594-2495
Email Address	stueckls@arts.gov	Christopher.Porter@nih.hhs.gov
SIGNATURE		
Date Signed	3-28-12	3/30/2012

**United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
Order Requirements and Funding Information (Order) Section**

IAA Number XAG12005 - 001 - _____ Servicing Agency's Agreement
 GT&C # Order # Amendment/Mod # Tracking Number (Optional) G12-00007-00

CONTACT INFORMATION		
FINANCE OFFICE Points of Contact (POCs)		
The finance office points of contact must ensure that the payment (Requesting Agency), billing (Servicing Agency), and advance/accounting information are accurate and timely for this Order.		
39.	Requesting Agency (Payment Office)	Servicing Agency (Billing Office)
Name	Brenda Owens	Christopher L. Porter
Title	Accountant	Budget Officer, NIA
Office Address	1100 Pennsylvania Avenue, NW, Rm 624, Washington, DC 20506	31 Center Drive, 2C06 Bethesda, MD 20892
Telephone Number	(202) 682-5461	(301) 451-8830
Fax Number	(202) 682-5679	(301) 594-2495
Email Address	owensb@arts.gov	Christopher.Porter@nih.hhs.gov
Signature & Date (Optional)		
40. ADDITIONAL Points of Contacts (POCs) (as determined by each Agency)		
This may include CONTRACTING Office Points of Contact (POCs).		
	Requesting Agency	Servicing Agency
Name		Deborah Kelly
Title		Budget Analyst
Office Address		9000 Rockville Pike, Building 31, Room 2C06 Bethesda, MD 20892
Telephone Number		(301) 496-9149
Fax Number		(301) 594-2495
Email Address		Kellydeb@mail.nih.gov
Signature & Date (Optional)		
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		

**A National Academies Study of Research Gaps and Opportunities for Exploring
the Arts' Relationship to Health and Well-Being in Older Adults**

SCOPE OF WORK

January 30, 2012

PROJECT SUMMARY

Rationale:

The National Endowment for the Arts (NEA) and three National Institutes of Health (NIH) partners propose to commit a total of \$100,000 toward a National Academies workshop on the effects of arts programs and interventions on health- and quality-of-life-related outcomes in older Americans. Sponsoring agencies include the National Institute on Aging (NIA), the National Center for Complementary & Alternative Medicine (NCCAM), and the NIH's Office of Behavioral and Social Sciences Research (OBSSR).

The study would take the form of a series of commissioned papers, a public workshop, and a transcript of the proceedings. The goal of the study is to provide the NEA and the three co-sponsoring agencies with a literature review, gap-analysis, and suggestions that will inform programmatic priorities and identify research opportunities linking the arts to health and life-span development.

Statement of Task:

The Division of Behavioral and Social Sciences and Education, with input from the Institute of Medicine, will appoint a steering committee to organize a workshop on research gaps and opportunities for exploring the relationship of the arts to health and well-being in older adults. The Committee on National Statistics in DBASSE will coordinate the input of other relevant DBASSE units (such as the Board on Behavioral, Sensory, and Cognitive Sciences and Committee on Population) and the Institute of Medicine in appointing the steering committee, developing the workshop agenda, and identifying commissioned paper authors and discussants.

The workshop will cover the current state of evidence and potential research questions for one or more of the following topics to be determined by the steering committee in consultation with the workshop sponsors, which are the National Endowment for the Arts, the National Institute on Aging, the National Center for Complementary & Alternative Medicine, and the NIH Office of Behavioral and Social Sciences Research:

- The relationship of arts programs and interventions to cognitive, sensory, and motor skills function in older adults, and the underlying brain processes;

- The relationship of aesthetics and design factors to health and quality-of-life-related outcomes of older adults in long-term care and assisted living facilities;
- Cost-benefit analyses associated with the inclusion of arts programs and interventions in healthcare delivery for older adults;
- Comparative benefits or weaknesses of arts therapies over other behavioral and/or pharmacological interventions for older adults experiencing declines in cognitive, sensory, and/or motor ability; and
- The relationship of art-making and creativity to physical health, mental health, and psychological well-being of older adults.

Additionally, the steering committee will meet to plan the workshop agenda, identify authors of 5 commissioned papers on research gaps and opportunities to be presented on each of the topics selected for workshop sessions, and identify discussants for each paper. The product will be a clean transcript of the proceedings, provided to the sponsors after review by the NAS legal counsel, including short biographies of workshop participants and the 5 commissioned papers as appendices. The commissioned papers will also be made available by posting on the Internet.

Project Context and Issues:

On March 14, 2011, the NEA and the U.S. Department of Health & Human Services (DHHS) co-hosted a research and policy forum in Washington, D.C., to showcase some of the nation's most compelling studies and evidence-based programs that have identified cognitive, social, and behavioral outcomes from arts interventions.

The forum, titled "The Arts and Human Development: Learning across the Lifespan," resulted in an NEA-DHHS white paper co-authored by the National Center for Creative Aging and the NEA's Office of Research & Analysis. Available [here](#), the paper proposes a framework for long-term research collaboration among the NEA, DHHS, and other federal agencies and departments to track, evaluate, and report evidence of the arts' potential impacts on human development, from early childhood to older adult populations.

Concurrent with release of the white paper, the NEA announced creation of a federal interagency task force, consisting of 13 member agencies or departments, to coordinate research and communications about the arts and human development. Task force members generally agreed that a systematic literature review and gap-analysis are necessary to identify priority areas for further research investments, and to confront potential challenges in undertaking research capacity-building for the field.

The opportunity for a systematic review of research gaps and opportunities is especially ripe for analyses of health-and quality-of-life-related outcomes associated with arts programs and interventions in older adults. As life expectancy increases, there is growing interest among the older adult population in activities and interventions that will promote healthy aging, maintenance of cognitive function, and subjective well-being into old age.

The NEA-DHHS white paper reviewed studies showing strong correlations between arts exposure and improved cognitive and motor abilities in older adults, as well as improved health outcomes, socialization, and psychological well-being scores for those adults,

compared with control groups. A recent review of relevant literature was also published in the *Journal of Aging, Humanities, and the Arts in 2010*.

These activities form the background for NEA's request to the National Research Council to commission a series of papers to be presented and discussed at a workshop on exploring the relationship of the arts to health and well-being in older adults. Each paper would critique the literature in one of several relevant areas (as noted in the statement of task), identify gaps, and prioritize opportunities for research that would advance the state of the art and knowledge in the field.

Project Audiences and Impact:

The sponsor agencies are the primary audiences for the workshop; they are expected to use the papers and transcript from the workshop to develop requests for applications for one or more grant programs to support research on the arts and well-being of the elderly.

Work Plan:

With input for the sponsoring agencies, a 5-member steering committee will be appointed to carry out the statement of task. The steering committee should include academic researchers with expertise in the health and well-being of older adults and the role of arts and related programs in elderly health and well-being. The committee should also include at least one person with experience in operating arts-related programs for the elderly. The committee will meet once in person with sponsor staff to develop the agenda, identify authors for commissioned papers, and identify discussants and other workshop participants. Staff will commission papers, with drafts to be provided for steering committee comment by telephone and e-mail one month prior to the workshop and final papers delivered at the workshop, which will be held in summer 2012. After review by legal counsel, a clean transcript of the proceedings will be provided to the sponsor, and the 5 commissioned papers will be posted on the web. In addition, staff will provide twenty-five printed copies of the transcript, which should include formal front matter (including the workshop agenda and participant biographies; see NIA workshop summaries for examples) and the 5 commissioned papers as appendices. The transcript and the commissioned papers will be compliant with Section 508. All work will be completed within 9 months of project award, and the transcript will be delivered no later than September 30, 2012.

**INTERAGENCY AGREEMENT BETWEEN THE
NATIONAL ENDOWMENT FOR THE ARTS
and the
INSTITUTE OF MUSEUM AND LIBRARY SERVICES**

DESIGN FOR ACCESSIBILITY REVISION PROJECT

I. PARTIES AND PURPOSE

This Interagency Agreement between the National Endowment for the Arts (NEA) and the Institute of Museum and Library Services (IMLS) is for the revision of *Design for Accessibility: A Cultural Administrator's Handbook*, a resource designed to help organizations comply with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, and make access an integral part of their planning and programming. A cooperator will be selected to revise the content to reflect current laws and technologies and publish it online. Costs will be shared by the IMLS, the NEA, and the National Endowment for the Humanities (NEH).

II. LEGAL AUTHORITY

IMLS: The Museum and Library Services Act, as amended, 20 U.S.C. Sections 9103, 9162, and 9173.

NEA: National Foundation on the Arts and Humanities Act of 1965, as amended, 20 U.S.C. Section 954 (o).

III. SCOPE OF WORK

NEA shall:

- ◆ Enter into a cooperative agreement with an organization that will redesign and revise *Design for Accessibility: A Cultural Administrator's Handbook* to reflect current laws and technologies; integrate it with the NEA's second accessibility publication, the *Accessibility Planning and Resource Guide for Cultural Administrators*; and publish it online.
- ◆ Serve as the lead agency in the management and oversight of the project.
- ◆ Form a Steering Committee of the Federal partners to review the project and ensure that all aspects of cultural accessibility are considered in the revision of the handbook material.
- ◆ Establish an advisory group, comprised of key members of the cultural and accessibility fields, to provide guidance and feedback on the website content.

- ◆ Assume responsibility for managing the work of, and communications with, the Cooperator, and make final decisions on the timeline of the project and the content and appearance of the Web site.
- ◆ Host final product on the NEA Web server at the conclusion of the cooperative agreement.

IMLS shall:

- ◆ Transfer up to \$60,000 to the NEA to support the redesign and revision of *Design for Accessibility: A Cultural Administrator's Handbook*.
- ◆ Appoint two representatives, one from the Office of Museum Services and one from the Office of Library Services, to serve on the Federal Steering Committee, who will meet with the NEA's Accessibility Director, as needed, to review the project and ensure that the perspectives of IMLS constituents are included in the final product.
- ◆ Provide suggestions for project advisory group members and criteria for effective practices as well as review the Web site mock-up.
- ◆ Assist with piloting and troubleshooting the Web site and provide feedback on the final product before the site is launched.
- ◆ Assist with the dissemination of the final product.

IV. ACKNOWLEDGMENT AND VISIBILITY

All print, audio, video, digital, web-based and other materials relating to this project must acknowledge IMLS as a partner with the NEA and NEH. Any media statements developed relating to this project shall be done in coordination with, and provided in draft form for, IMLS' review and approval prior to release.

V. EFFECT OF AGREEMENT

This Interagency Agreement is an internal Government agreement, and does not confer any legal right upon any private person or private entity.

This Interagency Agreement does not restrict the IMLS or the NEA from participating in similar activities or arrangements with other entities.

VI. AGENCY CONTACTS

The IMLS contact for this Interagency Agreement is Marsha Semmel, Director of Strategic Partnerships. The NEA contact for this Interagency Agreement is Beth Bienvenu, Accessibility Director.

VII. TERM OF AGREEMENT

This Interagency Agreement may only be modified or amended in writing upon written request of either party and with the concurrence of the other party. This Interagency Agreement will become effective on the date of the last signature herein and will remain in effect until December 31, 2013.

VIII. REIMBURSEMENT OF FUNDS

The *Statement of Federal Financial Accounting Standards (SFFAS) 30* requires that the full costs for performing under this interagency agreement, including the unreimbursed or under-reimbursed costs of the performing agency (NEA), be communicated to the recipient of services (IMLS).

Each entity's full cost should incorporate the full cost of goods and services that it receives from other entities. The entity providing the goods or services (NEA) has the responsibility to provide the receiving entity (IMLS) with information on the full cost of such goods or services either through billing or other advice.

Recognition of inter-entity costs that are not fully reimbursed is limited to material items that (1) are significant to the receiving entity, (2) form an integral or necessary part of the receiving entity's output, and (3) can be identified or matched to the receiving entity with reasonable precision. Broad and general support services provided by an entity to all or most other entities should not be recognized unless such services form a vital and integral part of the operations or output of the receiving entity.

Check one:

- (a) The service provider will indicate if this interagency agreement reflects full cost recovery.

Yes, full recovery

or

- (b) The service provider will indicate if this interagency agreement does not reflect full cost recovery.

No, not full cost recovery

The service provider will inform the recipient of services of the amount of unreimbursed or under-reimbursed costs on a quarterly basis by the 22nd of the end of the quarter.

After receipt of unreimbursed or under-reimbursed costs information, the recipient of services will notify the service provider whether any amounts not fully reimbursed will meet the above recognition criteria. If yes, both agencies will report their unreimbursed/imputed costs.

Reimbursement Without Advance

The IMLS agrees to obligate and subsequently reimburse up to \$60,000 to the NEA for the purposes of this agreement in accordance with Section III. The NEA will bill IMLS and draw down **monthly reimbursements** (by the 22nd of the month) upon invoices using the Intra-governmental Payment and Collection (IPAC) system. The NEA Finance Office will report expenses to the IMLS Finance contact to **reconcile quarterly** this Interagency Agreement.

INSTITUTE OF MUSEUM AND LIBRARY SERVICES	NATIONAL ENDOWMENT FOR THE ARTS
ALC: 59-00-0004	ALC: 59-00-0002
APPROPRIATION: 59120301 FUND TYPE – 1 YEAR	APPROPRIATION: 59X0100 FUND TYPE – X YEAR
CODING: 59120301P0.2012.MP12.6512 - \$40,000 59120301P0.2012.LP12.7512 - \$20,000	CODING: 00350R0000.2012.00F0610000.0070390000
SGL Accts @ Signing 4610/4801 [TC B-204] Document Ref # - AGMT-12-26	SGL Accts @ Signing: : 4221/4210 [TC A-304] Document Ref # - IA-12-03
SGL Accts @ Collection: 4801/4802 1410/1010 [TC B-308]	SGL Accts @ Collection: 4222/4221 1010/2310 [TC C-182]
SGL Accts @ Billing: 6100/1410 [TC B-604]	SGL Accts @ Billing: 2310/5200 [TC A-710]
D-U-N-S®: 187684550 TIN: 43-1300479	D-U-N-S®: 92-8276468 TIN: 52-1098587

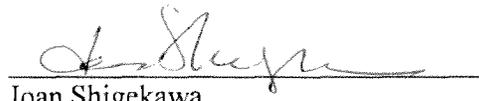
IX. RESOLUTION OF DISPUTES

The IMLS and NEA will make their best efforts to amicably resolve disputes that may arise under this Agreement through discussions. If resolution cannot be reached, NEA and the IMLS will solicit the views and mediation of the Agency Contacts in Article VI. If those views or mediation cannot be obtained, or fail to resolve the matter, the issue will be elevated through respective management channels for resolution.

X. SIGNATORIES



Marsha L. Semmel
Director of Strategic Partnerships
Institute of Museum and Library Services



Joan Shigekawa
Senior Deputy Chairman
National Endowment for the Arts

1/20/12
Date

02/14/12
Date

MEMORANDUM OF UNDERSTANDING
between
THE JAPAN-UNITED STATES FRIENDSHIP COMMISSION
and
THE NATIONAL ENDOWMENT FOR THE ARTS
FY 2012

I. PARTIES AND PURPOSE

The purpose of this Memorandum of Understanding is to coordinate an effort between the Japan-United States Friendship Commission (JUSFC) and the National Endowment for the Arts (NEA) to support artist residencies through the U.S./Japan Creative Artists' Program. The purpose of the residencies is to enable U.S. artists to explore elements in Japanese culture that are relevant to the art they create and to contribute to cultural understanding and dialogue between the U.S. and Japan.

The residencies are open to professional creative artists who are already established in their fields and show clear potential to become prominent members of their professions. The program is not open to persons who are primarily historians, scholars, or critics of the arts.

II. LEGAL AUTHORITY

JUSFC: 20 U.S.C. §2905(8)

NEA: The National Foundation on the Arts and the Humanities Act of 1965, as amended (20 U.S.C. § 954(o)).

III. STATEMENT OF WORK

JUSFC shall:

- Solicit and receive applications from American artists in the following fields:
 - Architecture including city planning, garden/landscape design, or any of the other design disciplines supported by NEA;
 - Dance for choreographers;
 - Visual arts for artists wishing to pursue calligraphy, painting, print making, crafts, photography, sculpture, or other genres;
 - Theater for playwrights, solo performers who create original work, professional company artistic directors, and stage designers;
 - Folk arts for artists wishing to pursue the art of paper making, textile design, pottery, or other traditional arts;
 - Literary arts; and
 - Creators in other fields of artistic activity considered by the selection committee to be in the spirit of the program;
- Transfer the applications and all application support materials to the NEA to organize for the selection committee meeting;

- Convene a selection committee for the program that includes former participants in the program as well as one representative each from NEA and JUSFC;
- Award funds to cover travel, housing, living and professional expenses for up to five residencies for three months in Japan to American artists in the fields listed above; and monitor residencies.

NEA shall:

- Disseminate information about the funding opportunity and promote the program.
- Assist with the administration of the review process including:
 - Receiving the applications and all support materials from the JUSFC;
 - Creating a database of the applications;
 - Reviewing applications for completeness;
 - Organizing and distributing application materials to the selection committee;
 - Assisting JUSFC with the logistics of the selection committee meeting.

IV. EFFECT OF AGREEMENT

This Memorandum of Understanding is an internal Government agreement and does not confer any legal right upon any private person or private entity.

This Memorandum of Understanding does not restrict JUSFC or NEA from participating in similar activities or arrangements with other entities.

V. AGENCY CONTACTS

The JUSFC contact for this Memorandum of Understanding is the Associate Executive Director. The NEA contact is the Director, International Activities.

VI. TERM OF AGREEMENT

This Memorandum of Understanding shall become effective on the date of the last signature herein.

This agreement may only be modified or amended in writing upon written request of either party and with the concurrence of the other party.

This Memorandum of Understanding shall remain in effect until June 30, 2013. This Memorandum of Understanding may be terminated at any time earlier upon 30 calendar days advance written notice by one party to the other.

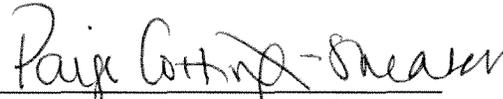
VIII. AUTHORIZING SIGNATURES

National Endowment for the Arts

Japan-United States Friendship Commission



By: Rocco Landesman
Chairman



By: Paige Cottingham-Streater
Executive Director

12/20/11
Date _____

1/3/12
Date _____

INTERAGENCY AGREEMENT
between the
LIBRARY OF CONGRESS
and the
NATIONAL ENDOWMENT FOR THE ARTS

2012 National Book Festival

ARTICLE I. PURPOSE

The Library of Congress (LOC) and the National Endowment for the Arts (NEA) hereby enter into this Interagency Agreement to create a National Endowment for the Arts Poetry & Prose Pavilion featuring up to 12 authors and up to four state champions from the Poetry Out Loud: National Recitation Contest at the 2012 National Book Festival, to be held on September 22-23, 2012 in Washington, DC, under the terms and conditions set forth below.

ARTICLE II. AUTHORITY

The Library of Congress of Congress is authorized to enter into this agreement under the authority of the Economy Act, U.S.C. 1536 & 1536. The National Endowment for the Arts is authorized to enter into this agreement pursuant to Section 5(o) of the National Foundation on the Arts and the Humanities Act of 1965 as amended [20 U.S.C. 951, 954(o)].

ARTICLE III. STATEMENT OF WORK

The **Library of Congress** shall:

- Organize, produce, sponsor, and promote the National Book Festival, providing logistical support for the festival's pavilions.
- Select jointly with the NEA up to 12 authors and up to four state champions from the Poetry Out Loud: National Recitation Contest to read in the Poetry & Prose Pavilion at the National Book Festival.

The **National Endowment for the Arts** shall:

- Transfer \$50,000 directly to the Library of Congress to sponsor the Festival's Poetry & Prose Pavilion.
- Select jointly with the LOC up to 12 authors and up to four state champions from the Poetry Out Loud: National Recitation Contest to read in the Poetry & Prose Pavilion at the National Book Festival.
- Assist in hosting and emceeding the performances in the Poetry & Prose Pavilion.

ARTICLE IV. TERM OF AGREEMENT

This interagency agreement shall become effective on the date of the last signature herein.

This agreement may only be modified or amended in writing upon written request of either party and with the concurrence of the other party.

This interagency agreement shall remain in effect until December 31, 2012. This interagency agreement may be terminated at any time earlier upon 30 calendar days advance written notice by one Party to the other.

ARTICLE V. KEY OFFICIALS / PROJECT OFFICERS

Ira Silverberg
Director, Literature Program
National Endowment for the Arts
1100 Pennsylvania Avenue, NW, Room 703
Washington, DC 20506

Roberta Shaffer
Associate Librarian for Library Services
Library of Congress
101 Independence Ave., SE
Washington, DC 20540-1000

ARTICLE VI. ACKNOWLEDGEMENT

Support of this project by the NEA and its funding partner shall be appropriately acknowledged in any materials produced with funds from the Initiative. Materials shall include banners and/or other signage from both partners to be prominently displayed in the Poetry & Prose Pavilion.

ARTICLE VII. ADVANCE OF FUNDS

SFFAS 30 requires that unreimbursed or under-reimbursed costs of the performing agency be communicated to the recipient of services.

Each entity's full cost should incorporate the full cost of goods and services that it receives from other entities. The entity providing the goods or services has the responsibility to provide the receiving entity with information on the full cost of such goods or services either through billing or other advice. Recognition of inter-entity costs that are not fully reimbursed is limited to material items that (1) are significant to the receiving entity, (2) form an integral or necessary part of the receiving entity's output, and (3) can be identified or matched to the receiving entity with reasonable precision. Broad and general support services provided by an entity to all or most other entities should not be recognized unless such services form a vital and integral part of the operations or output of the receiving entity.

The **service provider** (Library of Congress) will indicate if this interagency agreement **reflects full cost recovery**.



Yes, full recovery

The **service provider** will indicate if this interagency agreement **does not reflect full cost recovery**.



No, not full cost recovery

The service provider will provide the recipient of services (NEA) with the amount of unreimbursed or under-reimbursed costs on a quarterly basis by the 22nd of the end of the quarter; December 22nd, March 22nd, June 22nd, and September 22nd.

The **recipient of services** will check this box to indicate whether any amounts not fully reimbursed will meet the above recognition criteria. If yes, both agencies will report their unreimbursed/imputed costs.

Yes

No

Advance

The NEA agrees to advance \$50,000 to the Library of Congress for the purposes of this agreement in accordance with Section III. The Library of Congress will draw down the advance using the Intra-governmental Payment and Collection (IPAC) system. The Library of Congress Project Office agrees to report expenses not less than quarterly [by the 22nd of the end of the quarter; December 22nd, March 22nd, June 22nd, and September 22nd] to the NEA Finance contact for this Interagency Agreement.

Service Provider	Recipient Of Services
LIBRARY OF CONGRESS	NATIONAL ENDOWMENT FOR THE ARTS
ALC: 03-00-0001	ALC: 59-00-0002
APPROPRIATION: 03X0101 FUND TYPE – X YEAR	APPROPRIATION: 59X0100 FUND TYPE – [X YEAR]
CODING: 12-02X802-RSRC 1313	CODING: 00350D0000.2012.00F0260000.0070520000.25110
SGL Accts @ Signing: : 4210/4 [TC A702] Document Ref # -	SGL Accts @ Signing 4610/4801 [TC B-204] Document Ref # G12-00012
SGL Accts @ Collection: 4222/4221 1010/1310 [TC C-182]	SGL Accts @ Collection: 4801/4802 1410/1010 [TC B-308]
SGL Accts @ Quarterly expenditure report: 2310/5900 [TC A-710C109] 4277/4222	SGL Accts @ Billing: 6100/1410 [TC B-604]
DUNS: 788790434 TIN: 53-6002532	DUNS: 92-8276468 TIN: 52-1098587

ARTICLE VIII. RESOLUTION OF DISPUTES

The LOC and NEA will make their best efforts to amicably resolve disputes that may arise under this Agreement through discussions. If resolution cannot be reached, NEA and the LOC will solicit the views and mediation of the Agency Contacts in Article V. If those views or mediation cannot be obtained, or fail to resolve the matter, the issue will be elevated through respective management channels for resolution.

ARTICLE IX. AUTHORIZING SIGNATURES

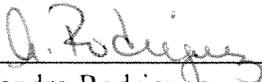
**NATIONAL ENDOWMENT FOR THE ARTS
APPROVAL**



Joan Shigekawa
Senior Deputy Chairman
National Endowment for the Arts

7/17/12
Date

**LIBRARY OF CONGRESS
APPROVAL**



Alejandro Rodriguez
Non-Appropriated Team Leader
Library of Congress

7/24/12
Date

**INTERAGENCY AGREEMENT BETWEEN THE
NATIONAL ENDOWMENT FOR THE ARTS
and the
NATIONAL ENDOWMENT FOR THE HUMANITIES

DESIGN FOR ACCESSIBILITY REVISION PROJECT**

I. PARTIES AND PURPOSE

This Interagency Agreement between the National Endowment for the Arts (NEA) and the National Endowment for the Humanities (NEH) is for the revision of *Design for Accessibility: A Cultural Administrator's Handbook*, a resource designed to help cultural organizations comply with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, and make access an integral part of their planning and programming. A cooperator will be selected to revise the content to reflect current laws and technologies and publish it online. Costs will be shared by the NEH, the NEA. Additional funding for this project, not covered by this Interagency Agreement, will be provided by the Institute of Museum and Library Services (IMLS). Through two previous interagency agreements, the NEH contributed \$51,650 to cover development and printing costs for the original 2003 *Design for Accessibility Handbook*, and distributed 2,000 copies to its constituents.

II. LEGAL AUTHORITY

NEH: National Foundation on the Arts and the Humanities Act of 1965, as amended, 20 U.S.C. 956(i).

NEA: National Foundation on the Arts and Humanities Act of 1965, as amended, 20 U.S.C. Section 954 (o).

III. SCOPE OF WORK

NEA shall:

- ◆ Enter into a cooperative agreement with an organization that will redesign and revise *Design for Accessibility: A Cultural Administrator's Handbook* to reflect current laws and technologies; integrate it with the NEA's second accessibility publication, the *Accessibility Planning and Resource Guide for Cultural Administrators*; and publish it online.
- ◆ Serve as the lead agency in the management and oversight of the project.
- ◆ Form a Steering Committee of the Federal partners (NEA, NEH, and IMLS) to review the project and ensure that all aspects of cultural accessibility are considered in the revision of the handbook material.
- ◆ Establish an advisory group, comprised of key members of the cultural and accessibility fields, to provide guidance and feedback on the website content.

- ◆ Assume responsibility for managing the work of, and communications with, the Cooperator, and make final decisions on the timeline of the project and the content and appearance of the Web site.
- ◆ Host final product on the NEA Web server at the conclusion of the cooperative agreement.

NEH shall:

- ◆ Subject to the availability of appropriations, transfer \$60,000 to the NEA for the management of the redesign and revision of *Design for Accessibility: A Cultural Administrator's Handbook*.
- ◆ Appoint a representative to serve on the Federal Steering Committee, who will meet with the NEA's Accessibility Director, as needed, to review the project and ensure that the perspectives of NEH constituents are included in the final product.
- ◆ Provide suggestions for project advisory group members and criteria for effective practices as well as review the Web site mock-up.
- ◆ Assist with piloting and troubleshooting the Web site and provide feedback on the final product before the site is launched.
- ◆ Market the final product to its constituents.

IV. ACKNOWLEDGMENT AND VISIBILITY

All print, audio, video, digital, web-based and other materials relating to this project must acknowledge NEH as a partner with the NEA and IMLS, using language and logos agreed upon by the parties to this Interagency Agreement. Any such materials and any media statements, public statements and promotional activities relating to this project shall be provided in draft form for NEH's review and approval prior to release.

V. EFFECT OF AGREEMENT

This Interagency Agreement is an internal Government agreement, and does not confer any legal right upon any private person or private entity.

This Interagency Agreement does not restrict the NEH or the NEA from participating in similar activities or arrangements with other entities.

VI. AGENCY CONTACTS

The NEH contact for this Interagency Agreement is Carole Watson, Deputy Chairman. The NEA contact for this Interagency Agreement is Beth Bienvenu, Accessibility Director.

VII. TERM OF AGREEMENT

This Interagency Agreement may only be modified or amended in writing upon written request of either party and with the concurrence of the other party. This Interagency Agreement will become effective on the date of the last signature herein and will remain in effect until December 31, 2013.

VIII. REIMBURSEMENT OF FUNDS

The *Statement of Federal Financial Accounting Standards* (SFFAS) 30 requires that unreimbursed or under-reimbursed costs of the performing agency be communicated to the recipient of services. Each entity's full cost should incorporate the full cost of goods and services that it receives from other entities. The entity providing the goods or services has the responsibility to provide the receiving entity with information on the full cost of such goods or services either through billing or other advice. Recognition of inter-entity costs that are not fully reimbursed is limited to material items that (1) are significant to the receiving entity, (2) form an integral or necessary part of the receiving entity's output, and (3) can be identified or matched to the receiving entity with reasonable precision. Broad and general support services provided by an entity to all or most other entities should not be recognized unless such services form a vital and integral part of the operations or output of the receiving entity.

The **service provider** will indicate if this interagency agreement **reflects full cost recovery**.



Yes, full recovery

The **service provider** will indicate if this interagency agreement **does not reflect full cost recovery**.



No, not full cost recovery

The service provider will provide the recipient of services with the amount of unreimbursed or under-reimbursed costs on a quarterly basis by the 22nd of the end of the quarter; or no less than preliminary estimates on March 1st, with actual amounts by June 22nd, and September 22nd.

After receipt of preliminary estimates of unreimbursed or under-reimbursed costs, the **recipient of services** will notify the service provider whether any amounts not fully reimbursed will meet the above recognition criteria. If yes, both agencies will report their unreimbursed/imputed costs.

Reimbursement Without Advance

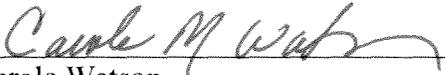
Subject to the availability of appropriations, the NEH agrees to obligate and subsequently reimburse \$60,000 to the NEA for the purposes of this agreement in accordance with Section III. The NEA will bill NEH and draw down **monthly reimbursements** (by the 22nd of the month) upon invoices using the Intra-governmental Payment and Collection (IPAC) system. The NEA Finance Office will report expenses to the NEH Finance contact to **reconcile quarterly** this Interagency Agreement.

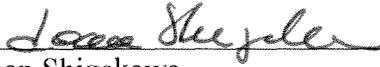
NATIONAL ENDOWMENT FOR THE HUMANITIES	NATIONAL ENDOWMENT FOR THE ARTS
ALC: 59-00-0003	ALC: 59-00-0002
APPROPRIATION: 59X0301 FUND TYPE – [1 YEAR, X YEAR, MULTI]	APPROPRIATION: 59X0100 FUND TYPE – [X YEAR]
CODING: 231-2012-1100-2530-000000	CODING: 00350R0000.2012.00F0630000.0070390000
SGL Accts @ Signing: 4610/4801 [TC B-204] Document Ref # -	SGL Accts @ Signing: 4221/4210 [TC A-304] Document Ref # IA 12-02
SGL Accts @ Billing: 6100/2110 [TC B-302]	SGL Accts @ Billing: 1310/5200 [TC A-714]
SGL Accts @ Collection: 2110/1010 [TC B-110]	SGL Accts @ Collection: 1010/1310 [TC C-186]
DUNS: 82-912-3343 TIN: 52-1098584	DUNS: 92-8276468 TIN: 52-1098587

IX. RESOLUTION OF DISPUTES

The NEH and NEA will make their best efforts to amicably resolve disputes that may arise under this Interagency Agreement through discussions. If resolution cannot be reached, NEA and the NEH will solicit the views and mediation of the Agency Contacts in Article VI. If those views or mediation cannot be obtained, or fail to resolve the matter, the issue will be elevated through respective management channels for resolution.

X. SIGNATORIES


 Carole Watson
 Deputy Chairman
 National Endowment for the Humanities


 Joan Shigekawa
 Senior Deputy Chairman
 National Endowment for the Arts

DEC 15 2011

 Date

12/13/11

 Date

1. EFFECTIVE DATE: upon signature	National Endowment for the Arts Interagency Agreement – FUNDS IN	4. Document Request # (DRN): IA-12-02
2. EXPIRATION DATE: 12/31/2013		5. ESTIMATED AMOUNT: \$60,000.00
3. <input checked="" type="checkbox"/> New Agreement <input type="checkbox"/> Amendment		

6. NEA'S AUTHORITY. (This agreement is entered into pursuant to the following authority and incorporates by reference any and all related implementing regulations and Office of Management & Budget circulars) (Check all that apply):

National Foundation on the Arts and the Humanities Act of 1965, as amended, 20 U.S.C. 950(o) Economy Act, 31 U.S.C. 1535-1536 Other (specify)

Requesting Agency	Performing Agency
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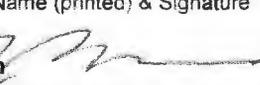
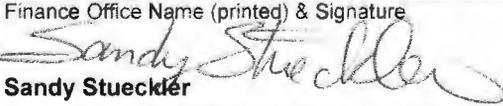
7. CONTACT INFORMATION

<p>a. Name and Address: National Endowment for the Humanities 1100 Pennsylvania Avenue, N.W. Washington, DC 20506</p> <p>b. Program Office Contact Name and Telephone Number: Carole Watson 202-606-8328</p> <p>c. Program Office Fax:</p> <p>d. Email Address: cwatson@neh.gov</p>	<p>a. Name and Address: National Endowment for the Arts 1100 Pennsylvania Avenue, NW Washington, DC 20506</p> <p>b. Program Office Contact Name and Telephone Number: Beth Bienvenu 202-682-5567</p> <p>c. Program Office Fax: 202-682-5613</p> <p>d. Email Address: bienvenub@arts.gov</p>
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8. FINANCIAL INFORMATION Advance Reimbursement

<p>a. Agency Location Code: 59-00-0003 TIN: 52-1098584</p> <p>b. DUNS: 82-912-3343 TAS: 59X0200</p> <p>c. DRN:</p> <p>d. Accounting Code(s): 231-2012-1100-2530-000000</p> <p>e. Finance Office/Billing Address: Office of Accounting, Room 310 National Endowment for the Humanities 1100 Pennsylvania Avenue, NW Washington, DC 20506</p> <p>f. Finance Office Contact Name and Telephone Number: John Gleason 202-606-6336</p> <p>g. Finance Office Fax Number: 202-606-8343</p> <p>h. E-mail jgleason@neh.gov</p>	<p>a. Agency Location Code : 59-00-0002 TIN: 52-1098587</p> <p>b. DUNS: 92-8276468 TAS: 59X0100</p> <p>c. DRN: IA-12-02 BETC: COLL</p> <p>d. Accounting Code(s): 00350R0000.2012.00F0630000.0070390000</p> <p>e. Finance Office/Billing Address: Finance Office, RM 624 National Endowment for the Arts 1100 Pennsylvania Ave, NW Washington, DC 20506</p> <p>f. Finance Office Contact Name and Telephone Number: Lois Fields 202-682-5461</p> <p>g. Finance Office Fax Number: 202-682-5679</p> <p>h. E-mail fieldsl@arts.gov</p>
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9. AUTHORIZED APPROVALS

Program Office Name (printed) & Signature—if needed n/a	Date:	Program Office Name (printed) & Signature—if needed n/a	Date:
Finance Office Name (printed) & Signature John Gleason 	Date: 12-15-11	Finance Office Name (printed) & Signature Sandy Stueckler 	Date: 12/12/11

NATIONAL SCIENCE FOUNDATION
4201 WILSON BOULEVARD, ARLINGTON, VIRGINIA 22230

Date: September 11, 2012

Sandy Stueckler
Finance Director
National Endowment for the Arts
1100 Pennsylvania Avenue NW
Washington, DC 20506-0001

Re: NSF OA No. 12368
Your Agreement No. G12-00008-00
DFM Control No. LX44

Dear Ms. Stueckler:

The National Science Foundation (NSF) accepts and returns herewith 1 copy(ies) of the above-referenced interagency funding agreement in the amount of \$16,044. This agreement provides \$15,000 to NSF's awardee National Academy of Sciences under NSF award No. 1024012 and includes \$1,044 to cover NSF's administrative cost (based on NSF's established rate) related to undertaking this activity.

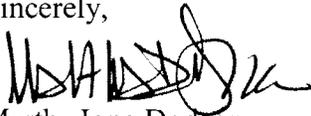
Acceptance is made with the understanding that funds will be made available pursuant to the terms and conditions of the NSF award and in accordance with the appropriation cited on the agreement.

In accordance with Treasury Financial Manual (TFM) Bulletin No. 2007-03, NSF will bill and collect the amount of this agreement on a reimbursable basis through the IPAC system citing the agreement number referenced on the enclosed agreement. In addition, all intra-governmental reconciliations and confirmations are required to be performed quarterly and differences resolved in a timely manner.

This agreement is entered into pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 U.S.C. 1861-75).

Should you have any questions regarding this matter, please contact Tianay Robinson, at (703) 292-7859.

Sincerely,



Martha Ione Dodson
Grants and Agreements Officer

Enclosure(s)



National Science Foundation
4201 Wilson Boulevard
Arlington, VA 22230

Internal Transmittal Memo for "Incoming" Interagency Agreements (IAAs)

Date:	September 7, 2012		
To:	<input checked="" type="checkbox"/> DGA	<input type="checkbox"/> DACS/Cooperative Support	<input type="checkbox"/> DACS/Contracts Branch
From:	Jeryl Mumpower, DD/SES <i>[Signature]</i> (ACT/NEA)		
Program Officer:	Cheryl L Eavey		X 7269
Program Administrative POC:	Josetta Fomukong <i>[Signature]</i>		X 7270
Subject:	IAA from NEA		
	G12-00008-00		

Total IAA Amount transferred to NSF:	\$16,044.00
Less ACR (NSF admin fee) 6.51%	(\$1,044.46)
Available to Obligate on grant/contract:	\$14,999.54

NSF Program Org Code	04050300	NSF Thematic Code	100% IDEAS (Disciplinary/Interdisciplinary Research)
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X Yes No Does the IAA identify specific NSF grants, cooperative agreements, or contracts to be supported by the other agency's funding?

If "yes", provide detailed information in the space below for each NSF proposal or contract to be funded with the subject IAA [attach detailed list for more than two proposals]. If no, skip to next question below.

NSF proposal or contract #:	1024012	
PI Name (first & last):	Constance Citro	
Awardee/Vendor name:	National Academy of Sciences	
Amount to be Obligated (based on amount available calculated above):	\$15,000	\$

Yes No If specific awards have not yet been identified, is there a signed Memorandum of Understanding (MOU) approved in accordance with NSF clearance procedures that explains the purpose of the funding and the responsibilities for NSF to use the funds?

If "yes", include a copy of the MOU with the IAA paperwork or provide a link to the document if accessible online. [insert link to MOU if applicable]

If there is no MOU and no proposals have been identified above, then provide explanation of the plans to obligate the other agency's funds transferred by the IAA prior to fiscal year end.

OA 12368
Inst. 5300017354
TD

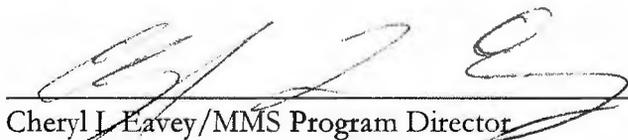
LX44

"Incoming" IAA Checklist:

- Clearly stated project description or scope of work that identifies the specific activities to be supported by the IAA
- IAA performance period sufficiently covers proposed grant/contract period that will be obligated to perform work requested by other agency including time to bill for those expenses incurred by the grantee or contractor
- Acknowledgement of NSF's administrative cost recovery (ACR) rate to be deducted from the total transferred (be sure that NSF's fee amount based on total funds is calculated correctly)
- Financial Data for "Incoming" IAAs (NSF form 1611) has been completed by other Federal agency only if the IAA is not filled out using the Treasury Standard Forms 7600A & B
- Funds represented in whole dollars only (NSF cannot process acceptance of cents)
- Payment/Billing identified as "reimbursement" (Note: NSF typically does not request "advance" funds. If use of advance billing is requested, a justification must be obtained from the other agency on their requirement for advance billing for consideration by DFM and DGA/DACS.)
- IAA signed by appropriate Requesting Agency Official
- Program Office has reviewed any special clauses/requirements included in the IAA to ensure that nothing conflicts with NSF policies or procedures (consult with DGA/DACS)
- Copy of approved MOU (if applicable – can be made available electronically)

NSF Program Official Recommendation:

The subject IAA is herein recommended for acceptance and meets the guidelines and data requirements for incoming agreements. Any grants, cooperative agreements, or contracts, including supplements to existing awards, issued as a result of the subject IAA will be awarded in accordance with NSF policies and procedures. Monitoring of the executed agreement, timely provision of identified deliverables (where appropriate), and any requests for extension of the agreement to coincide with any approved extensions of the resultant grant/contract will be handled by the cognizant NSF program official.

 (signature)
Cheryl L. Eavey/MMS Program Director

FINANCIAL DATA for INTERAGENCY AGREEMENTS (Transfers TO NSF)

The Intragovernmental Business Rules issued November 30, 2010, under Treasury Financial Manual (TFM) Bulletin 2011-05 Volume I (<http://www.fms.treas.gov/factsi/vol1/vol1appen10.doc>) recommends use of the new **standard Interagency Agreement (IAA) forms** (Treasury Form 7600A/B) for all intragovernmental transactions that exchange goods and services. (Forms are found online at: <http://www.fms.treas.gov/finstandard/forms.html>) Page two of this NSF form, once completed by the NSF Program Official, provides the minimum data required from NSF as the Servicing Agency (seller) to complete the standard IAA forms.

If the Requesting Agency (buyer) does NOT use the new government-wide standard IAA form, then this NSF form (page one) **must be filled out and signed by the Requesting Agency** and provided to NSF (as Servicing Agency) as an attachment to any agency-specific funds transfer documents.

Requesting Agency ("buyer") Name/Office		NATIONAL ENDOWMENT FOR THE ARTS Office of Research and Analysis	
Agency Location Code (ALC)		59-00-0002	
Treasury Agency <u>and</u> Trading Partner Code		59	
Business Event Type Code (BETC)		DISB (as requesting agency)	
Business Partner Network # (BPN or DUNS #)		92-8276468	
Treasury Account Symbol (TAS)		59X0100	
Fiscal Year Funds Appropriated		2012	
Type of Funds (e.g., one-year, two-year, no-year)		No-year	
Fund Expiration Date:		Fund Cancellation Date:	
Statutory Authority & Citation for entering into IAA		National Foundation on the Arts and Humanities Act of 1965, as amended, 20 U.S.C. Section 954 (o)	
Contact Information:	Name & Title	Email & Telephone Number	
Agency/Program Official	Ellen Grantham Office of Research and Analysis	granthame@arts.gov 202-682-5793	
Grants/Contracts Officer (funds approving official)	John Sotelo, Budget Officer	soteloj@arts.gov 202-682-5478	
Finance Office (payment office)	Brenda Owens Systems Accountant	owensb@arts.gov 202-682-5767	
Please acknowledge that NSF's requirements as Servicing Agency (on page 2 of this form) have been addressed in any agency-specific IAA form.			
Requesting Agency Official Completing Form	Name: Sandy Stueckler		
	Date: 9-6-12		

FINANCIAL DATA for INTERAGENCY AGREEMENTS (Transfers TO NSF)

Servicing Agency ("seller") Name	<i>National Science Foundation</i>	
Agency Location Code (ALC)	49-00-0001	
Treasury Agency and Trading Partner Code	49	
Business Event Type Code (BETC)	COLL (as servicing agency)	
Business Partner Network # (BPN or DUNS #)	074811803	
Treasury Account Symbol (TAS) <i>(NSF's Treasury Account Symbol varies depending on the program being supported – NSF Program Office must designate appropriate account to use)</i>	FY 2012 TAS for ACR funds 4920180 Agency Operations & Award Management FY 2012 TAS for Program Support 4912/130100 Research & Related Activities - OR - 4912/130106 Education & Human Resources - OR - 49X0100 for non-expiring R&RA - OR - Other NSF appropriation, if applicable	
FY12 Administrative Recovery Rate	6.51% deducted from <u>total</u> funds transferred *	
Statutory Authority	<i>National Science Foundation Act of 1950, as amended (42 USC 1861-76)</i>	
Billing Information	<i>Reimbursement Basis; Seller Initiated IPAC; Billing on a monthly basis</i>	
NSF Requirements	NSF will obligate Requesting Agency's funds within period of availability. NSF will bill and collect for ACR upon obligation of any portion of the funds and only bill for reimbursement for program support portion after expenditures are submitted by the grantee or contractor. The period of performance of the IAA must cover the entire anticipated period of the grant, cooperative agreement (CA), and/or contract, as appropriate, and any grant, CA, and/or contract will be awarded in accordance with NSF's terms and conditions.	
Performance Period	9-30-2013	
NSF Address	4201 Wilson Boulevard, Arlington, VA 22230	
NSF Agency Official	<i>Rachel Croson</i>	<i>rcroson@nsf.gov; 703-292-7279</i>
NSF Program Officer	<i>Cheryl Eavey</i>	<i>ceavey@nsf.gov; 703-292-7269</i>
NSF Grants/Contracts Officer Contact Info <i>(authorized official to accept funds for NSF)</i>	<i>Martha Dodson</i>	<i>mdodson@nsf.gov; 703-292-4834</i>
Finance Office (billing)	<i>Alisha Williams</i> <i>dfm-ipac@nsf.gov</i> <i>(703) 292-4539</i>	<i>NSF Division of Financial Management</i> <i>Accounting Operations Branch</i> <i>4201 Wilson Blvd, Room II-605</i> <i>Arlington, VA 22230</i>

* to calculate correct ACR amount as a percentage of the program support funds, divide the program support funds by 0.9349, which equals the total amount to be transferred (the difference between this calculated total and the program support funds is the exact ACR amount – MUST be rounded to nearest whole dollar)

INTERAGENCY AGREEMENT
between the
NATIONAL ENDOWMENT FOR THE ARTS
and the
NATIONAL SCIENCE FOUNDATION

FY 2012 CORE SPONSORSHIP OF THE
COMMITTEE ON NATIONAL STATISTICS

I. PARTIES AND PURPOSE

The purpose of this Agreement between the National Endowment for the Arts (NEA) and the National Science Foundation (NSF) is for core sponsorship of the Committee on National Statistics (CNSTAT) at the National Academies.

II. LEGAL AUTHORITY

NSF: National Science Foundation Act of 1950, as amended (42 USC 1861-76).

NEA: National Foundation on the Arts and Humanities Act of 1965, as amended, 20 U.S.C. Section 954 (o).

III. BACKGROUND INFORMATION

Established at the National Academies in 1972, the Committee on National Statistics (CNSTAT) convenes expert panels to conduct studies on the data and methods needed to improve our understanding of the U.S. population, the economy, the environment, public health, crime, education, immigration, poverty, welfare, terrorism, and other public policy topics.

Support for the Committee's activities, which include oversight of its panel studies and the conduct of some special studies, together with semi-annual public symposia on topics of interest to the federal statistical and research communities, is provided by a consortium of federal agencies. Sponsor agencies that contribute to CNSTAT core funding include the National Science Foundation, the National Institute on Aging, the National Institute of Child Health and Human Development, the Bureau of Economic Analysis, and other agencies that transfer funding to NSF's core grant to the Committee, including the U.S. Census Bureau, Social Security Administration, and agencies of the Departments of Agriculture, Defense, Education, Energy, Health and Human Services, Homeland Security, Housing and Urban Development, Justice, Transportation, and Treasury.

IV. SCOPE OF WORK

The NEA shall:

- Transfer \$16,044 to the NSF.
- Participate in a rotating series of CNSTAT business meetings to discuss the NEA's research agenda and interests with CNSTAT members and staff;
- Participate in network opportunities with other core sponsor agency officials at seminars and workshops; and
- Explore the possibility of joint sponsorship of a CNSTAT workshop or panel discussion about arts-specific research topics.

The NSF shall:

- Transfer \$15,000 payment to CNSTAT
- Retain a 6.51% procession fee of \$1,044. Provide a proof-of-payment report to the NEA Point of Contact after payment has been transferred.

V. RECOVERY RATE

NSF's cost recovery rate is 6.51% and is deducted from total funds transferred through this agreement.

VI. ACKNOWLEDGEMENT AND VISIBILITY

Support from the NEA shall be appropriately acknowledged in all materials produced under this interagency agreement.

VII. EFFECT OF AGREEMENT

This Interagency Agreement is an internal Government agreement, and does not confer any legal right upon any private person or private entity.

This Interagency Agreement does not restrict NSF or the NEA from participating in similar activities or arrangements with other entities.

VIII. AGENCY CONTACTS

The NEA point of contact for this interagency agreement is Ellen Grantham, Program Analyst, Office of Research and Analysis. The NSF point of contact for this interagency agreement is Cheryl L. Eavey, Directorate for Social, Behavioral, and Economic Sciences Program on Methodology, Measurement and Statistics.

IX. TERM OF AGREEMENT

This Interagency Agreement may only be modified or amended in writing upon written request of any party and with the concurrence of the other parties hereto. This Interagency Agreement will become effective on the date of the last signature herein and will remain in effect until September 1, 2013.

X. SFFAS REPORTING REQUIREMENTS

The *Statement of Federal Financial Accounting Standards* (SFFAS) 30 requires that unreimbursed or under-reimbursed costs of the performing agency be communicated to the recipient of services. Each entity's full cost should incorporate the full cost of goods and services that it receives from other entities. The entity providing the goods or services has the responsibility to provide the receiving entity with information on the full cost of such goods or services either through billing or other advice. Recognition of inter-entity costs that are not fully reimbursed is limited to material items that (1) are significant to the receiving entity, (2) form an integral or necessary part of the receiving entity's output, and (3) can be identified or matched to the receiving entity with reasonable precision. Broad and general support services provided by an entity all or most other entities should not be recognized unless such services form a vital and integral part of the operations or output of the receiving entity.

The **service provider** will indicate if this interagency agreement **reflects full cost recovery**.

Yes, full recovery

The **service provider** will indicate if this interagency agreement **does not reflect full cost recovery**.

No, not full cost recovery

The service provider will provide the recipient of services with the amount of unreimbursed or under-reimbursed costs on a quarterly basis by the 22nd of the end of the quarter.

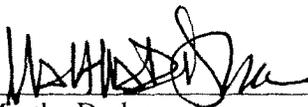
The **recipient of services** will notify the service provider whether any amounts not fully reimbursed will meet the above recognition criteria. If yes, both agencies will report their unreimbursed/imputed costs.

XI. TRANSFER OF FUNDS – REIMBURSEMENT WITHOUT ADVANCE

The NEA agrees to obligate \$16,044 to the NSF for the purposes of carrying out Section IV of this Interagency Agreement. The NSF will initiate the transfer using the Intra-governmental Payment and Collection (IPAC) system. The NSF will submit a report of expenditure to the NEA Finance Office point of contact immediately after expenditure of the funds.

NATIONAL SCIENCE FOUNDATION	NATIONAL ENDOWMENT FOR THE ARTS
ALC: 49-00-0001	ALC: 59-00-0002
APPROPRIATION: FY 2012 TAS for ACR funds: 4910180 Agency Operations & Award Management FY 2012 TAS for Program Support: 491/20100 Research & Related Activities OR 4912/130106 education & Human Resources OR 49X0100 for non-expiring R&RA OR Other NSF appropriation, if applicable FUND TYPE – 1-Year for ACR funds 2-Year for Program Support funds	APPROPRIATION: 59X0100 FUND TYPE – [X YEAR]
CODING:	CODING: 00350D0000.2012.00G0260000.0070380000.25110 (\$16,044)
SGL Accts @ Signing: 4221/4210 [TC A-304] Document Ref # -	SGL Accts @ Signing: 4610/4801 [TC B-204] Document Ref # G12-00008-00
SGL Accts @ Billing: 1310/5200 [TC A-714]	SGL Accts @ Billing: 6100/2110 [TC B-302]
SGL Accts @ Collection: 1010/1310 [TC A-714]	SGL Accts @ Collection: 2110/1010 [TC B-110]
DUNS: 074811803 TIN: 53-0206152	DUNS: 92-8276468 TIN: 52-1098587

XII. SIGNATORIES



 Martha Dodson
 BFA/DGA
 National Science Foundation



 Joan Shigekawa
 Senior Deputy Chairman
 National Endowment for the Arts

Date 09/11/2012

Date 9/4/12

DFM Control No. LX44
NBF CA No. 12368

This agreement is entered into pursuant to the authority of the National Science Foundation Act of 1950, as amended, 42 U.S.C. (1861 et seq.)

**POETRY OUT LOUD: NATIONAL RECITATION CONTEST
MEMORANDUM OF UNDERSTANDING
BETWEEN THE POETRY FOUNDATION
AND THE NATIONAL ENDOWMENT FOR THE ARTS**

The purpose of this MOU is to state the parties' intention to continue joint support of a national high school poetry recitation competition, *Poetry Out Loud: National Recitation Contest*. The Poetry Foundation and the National Endowment for the Arts (Endowment) intend to support this program during the 2012-2013 school year in 50 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands, culminating with National Finals in spring 2013 in Washington, DC.

The terms of the partnership between the Poetry Foundation and the Endowment are as follows:

Responsibilities of the Poetry Foundation

To accomplish the objectives of this project, the Poetry Foundation shall dedicate funds of approximately \$500,000. Within the confines of its budget and, in consultation with the Endowment Program Manager, it shall:

- Develop or update, as needed, the content and design of all educational materials (including audio resources, Learning Recitation DVD, Teacher's Guide, anthologies, posters) and promotional materials, in close coordination with the Endowment. The Poetry Foundation accepts the responsibility for requesting and securing permissions to use copyrighted poems, recordings, and images.
- Produce a comprehensive Web site, in close coordination with the Endowment, including all educational materials and an online anthology of at least 600 poems. The Web site will be updated regularly. The Poetry Foundation accepts the responsibility for requesting and securing permission to use copyrighted poems, recordings, and images.
- Reproduce and distribute sufficient educational materials for classroom use in 50 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands.
- Provide cash awards to the winners of each state-level competition, as follows: \$200 to the recitation champion and \$500 to his or her school library for the purchase of poetry

books; and \$100 to the runner-up and \$200 to his or her school library for the purchase of poetry books.

- Provide cash awards to the winners and winners' schools at the National Finals, as follows: \$20,000 to the National Champion, \$10,000 to the second-place finalist, \$5,000 to the third-place finalist, and \$1,000 to students finishing in fourth through twelfth place. The top 12 students' schools will each receive \$500.
- Contribute toward expenses of the National Finals, including costs of travel, hotels, venues, receptions, and other direct expenses. The amount of this contribution will be determined as part of the NEA's cooperative agreement for the management of Poetry Out Loud, and shall be made as part of the Poetry Foundation's overall commitment of approximately \$500,000 to the project.
- Cooperatively, with the Endowment, promote Poetry Out Loud to the literature and education fields.

Responsibilities of the National Endowment for the Arts

To accomplish the objectives of this project, the Endowment will:

- Develop or update, as needed, the content and design of all program materials (including audio resources, Learning Recitation DVD, Teacher's Guide, anthologies, posters, Web site), in close coordination with the Poetry Foundation.
- Award grants of up to \$20,000, contingent upon availability of federal funds, to State Arts Agencies in 50 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands to implement the Poetry Out Loud curriculum in high schools and conduct a Poetry Out Loud state finals competition in each participating state and special jurisdiction.
- Coordinate and provide technical assistance to program managers at State Arts Agencies and their partners.
- Collect data gathered by the State Arts Agencies, including lists of participating schools and final program reports.
- Enter into a cooperative agreement with a qualified organization to support and manage the National Finals events. Supported costs may include contractors, student and chaperone per diems, and other direct expenses.

Responsibilities of Both Parties

The Poetry Foundation and the National Endowment for the Arts each agree to:

- Approve the design and final version of all materials.
- Share primary and prominent joint credit for the program.
- Actively ensure the establishment of the Poetry Out Loud program and brand, and work cooperatively toward the success of the program.
- Collaboratively plan to implement the 2013 National Finals.

Renewal

This MOU may be renewed annually depending on the availability of federal funds and, where appropriate, approval of grants and cooperative agreements by the National Council on the Arts, as well as approval by the Poetry Foundation's Board of Trustees.

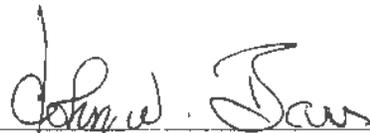
For the purposes of this MOU, the Director of Arts Education or designee will serve as the NEA Project Director for all Poetry Out Loud activities. Stephen Young, Program Director for the Poetry Foundation, will serve as the lead contact for that organization.

This MOU will become effective on the date of final signature and continue until June 30, 2013.

The above has been agreed to by:



Rocco Landesman
Chairman
National Endowment for the Arts



John Barr
President
Poetry Foundation

9.18.12

Date

9-20-12

Date

**INTERAGENCY AGREEMENT BETWEEN
THE NATIONAL ENDOWMENT FOR THE ARTS and
THE SMITHSONIAN INSTITUTION
COOPER-HEWITT, NATIONAL DESIGN MUSEUM**

FY 2012 Social Impact Design Summit

I. PURPOSE

The Smithsonian Institution, on behalf of the Cooper-Hewitt, National Design Museum (CH), and the National Endowment for the Arts (NEA) hereby enter into this Interagency Agreement to convene a summit with national and international leaders in the field of social impact design in the winter of 2012.

II. LEGAL AUTHORITY

Smithsonian: 20 U.S.C. Section 41 et seq.

NEA: National Foundation on the Arts and Humanities Act of 1965, as amended, 20 U.S.C. Section 954 (o).

III. SCOPE OF WORK

A. The Cooper-Hewitt, National Design Museum (CH) will:

1. Oversee and execute all logistics related to the one-day summit; including invitations, travel arrangements for national participants, logistics, and preparation of host facility.
2. Manage and secure funding from additional funders to support the event, including the Lemelson Foundation.
3. Facilitate discussion during the summit and design the day's programming, with input and approval from both the Lemelson Foundation and NEA.
4. Coordinate a media and communications strategy, including press releases social media and reporting key takeaways from the summit. All materials for public release must be reviewed and approved by NEA's Office of Public Affairs. NEA will make every effort to respond promptly to requests for information and/or material to review.
5. Contract a writer to produce a white paper documenting topics explored in the summit and recommending next steps.
6. Capture audio and video at the summit to produce a summary video available for dissemination via the web. All public documentation and public release of summit content must be approved by NEA's Office of Public Affairs.

B. The National Endowment for the Arts (NEA) will:

1. Transfer \$25,000 to the CH to cover costs related to host a one-day summit on social impact design.
2. In consultation with CH and the Lemelson Foundation, identify and approve summit invitees.
3. Contribute to, preview and approve the design of the day's programming, discussion topics, facilitator, and agenda.
4. Review and approve CH's proposed media strategy and all press releases made available to the public. NEA will make every effort to respond promptly to requests for information and/or material to review.
5. Review, provide feedback, and approve white paper document, summary video, and all other materials resulting from the summit.

IV. ACKNOWLEDGMENTS

All print, audio, video, digital, web-based and other materials relating to this project, including transcriptions, shall acknowledge the partnership between the NEA and the Smithsonian Institution Cooper-Hewitt, National Design Museum (CH), with the appropriate logos and text and may be utilized nonexclusively by the NEA for educational and informational purposes.

Any media statements regarding the project shall be approved by NEA's Office of Public Affairs and Smithsonian Institution Cooper-Hewitt, National Design Museum.

V. REIMBURSEMENT OF FUNDS

SFFAS 30 requires that unreimbursed or under-reimbursed costs of the performing agency be communicated to the recipient of services.

Each entity's full cost should incorporate the full cost of goods and services that it receives from other entities. The entity providing the goods or services has the responsibility to provide the receiving entity with information on the full cost of such goods or services either through billing or other advice. Recognition of inter-entity costs that are not fully reimbursed is limited to material items that (1) are significant to the receiving entity, (2) form an integral or necessary part of the receiving entity's output, and (3) can be identified or matched to the receiving entity with reasonable precision. Broad and general support services provided by an entity to all or most other entities should not be recognized unless such services form a vital and integral part of the operations or output of the receiving entity.

The service provider (Smithsonian Institution/Cooper-Hewitt, National Design Museum) will indicate if this interagency agreement reflects full cost recovery.

x Yes, full recovery

The service provider will indicate if this interagency agreement does not reflect full cost recovery.

No, not full cost recovery

The service provider will provide the recipient of services with the amount of unreimbursed or under-reimbursed costs on a quarterly basis by the 22nd of the end of the quarter; December 22nd, March 22nd, June 22nd, and September 22nd.

The recipient of services (NEA) will check this box to indicate whether any amounts not fully reimbursed will meet the above recognition criteria. If yes, both agencies will report their unreimbursed/imputed costs.

x Yes No

Reimbursement Without Advance

The NEA agrees to obligate and subsequently reimburse up to \$25,000 to the Smithsonian Institution Cooper-Hewitt, National Design Museum for the purposes of this agreement in accordance with Section III. The CH will bill NEA and initiate reimbursement(s) not later than 22nd of each applicable quarter using the Intra-governmental Payment and Collection (IPAC) system. The CH Finance Office will report quarterly expenses to the NEA Finance contact to reconcile this Interagency Agreement not later than the 22nd of each applicable quarter.

SMITHSONIAN INSTITUTION COOPER-HEWITT, NATIONAL DESIGN MUSEUM	NATIONAL ENDOWMENT FOR THE ARTS
ALC: 33-01-0001	ALC: 59-00-0002
APPROPRIATION: TAS 33x0100 FUND TYPE –	APPROPRIATION: TAS 59X0100 FUND TYPE – [X-Year Funds]
CODING: 110-2012-TBD	CODING: 00350D0000.2012.00F0260000.0070420000 25110
SGL Accts @ Signing: 4221/4210 [TCA-706]	SGL Accts @ Signing: 4610/4801 [TC B-204] Document Ref # - G12-00048
SGL Accts @ Billing:	SGL Accts @ Billing: 6100/2110 [TC B-302]
SGL Accts @ Collection:	SGL Accts @ Collection: 2110/1010 [TC B-110]
DUNS: 08-952-2580 TIN: 53-0206027	DUNS: 92-8276468 TIN: 52-1098587

VII. ADDITIONAL TERMS

All information collected in any form under this interagency agreement will be available to the general public at all times and without cost.

This interagency agreement shall become effective on the date of the last signature herein.

This agreement may only be modified or amended in writing upon written request of either party and with the concurrence of the other party.

This interagency agreement shall remain in effect until June 1, 2012. This interagency agreement may be terminated at any time earlier upon 30 calendar days advance written notice by one party to the other.

VIII. AGENCY CONTACTS

The CH technical contact is:

Caroline Payson
Director of Education
Cooper-Hewitt, National Design Museum
Smithsonian Institution
2 East 91st Street
New York NY 10128
Phone: (212) 849-8382
E-mail: paysonc@si.edu

The Smithsonian contractual contact is:

J. Scott Robinson
Director, Office of Sponsored Projects
Smithsonian Institution
P.O. Box 37012, MRC 1205
Washington, DC 20013-7012
Phone: (202) 633-7110
E-mail: OSPMail@si.edu

The Endowment program contact is:

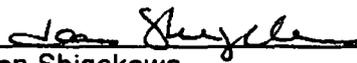
Jason Schupbach
Director, Design
National Endowment for the Arts
1100 Pennsylvania Avenue, N.W., Room 729
Washington, D.C. 20506
Phone: (202) 682-5786
E-mail: schupbachj@arts.gov

IX. DISPUTE RESOLUTION

The Smithsonian and the NEA will make their best efforts to amicably resolve disputes that may arise under this Agreement through discussions. If resolution cannot be reached, the NEA and the Smithsonian will solicit the views and mediation of the Agency Contacts in Article VIII. If those views or mediation cannot be obtained, or fail to resolve the matter, the issue will be elevated through respective management channels for resolution.

X. SIGNATORIES

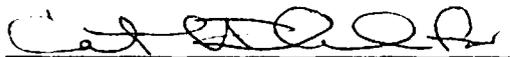
NATIONAL ENDOWMENT FOR THE ARTS



Joan Shigekawa
Senior Deputy Chairman

Date: 01-30-12

SMITHSONIAN INSTITUTION



J. Scott Robinson, Director
Office of Sponsored Projects

Date: 01/30/12

1. EFFECTIVE DATE: upon signature 6-1-2012	National Endowment for the Arts Interagency Agreement – FUNDS OUT	4. Document Request # (DRN): G 12-00048
2. EXPIRATION DATE: 6-1-2012		3. <input checked="" type="checkbox"/> New Agreement <input type="checkbox"/> Amendment
		5. ESTIMATED AMOUNT: \$25,000.00

6. NEA'S AUTHORITY. (This agreement is entered into pursuant to the following authority and incorporates by reference any and all related implementing regulations and Office of Management & Budget circulars) (Check all that apply):

National Foundation on the Arts and the Humanities Act of 1985, as amended, 20 U.S.C. 954(o) Economy Act, 31 U.S.C. 1535-1536 Other (specify)

Requesting Agency	Performing Agency
--------------------------	--------------------------

7. CONTACT INFORMATION

<p>a. Name and Address: National Endowment for the Arts 1100 Pennsylvania Avenue, NW Washington, DC 20506</p> <p>b. Program Office Contact Name and Telephone Number: Jason Schupbach 202-682-5786</p> <p>c. Program Office Fax:</p> <p>d. Email Address: schupbachj@arts.gov</p>	<p>a. Name and Address: COOPER-HEWITT, NATIONAL DESIGN MUSEUM 2 East 91st Street New York, NY 10128</p> <p>b. Program Office Contact Name and Telephone Number: Cynthia Smith 212-849-3255</p> <p>c. Program Office Fax:</p> <p>d. Email Address: smithc@si.edu</p>
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8. FINANCIAL INFORMATION Advance Reimbursement

<p>a. Agency Location Code: 59-00-0002 TIN: 52-1098587</p> <p>b. DUNS: 92-8276468 TAS: 59X 0100</p> <p>c. DRN: G 12-00048 (Must be provided on IPAC bill) BETC: DISB</p> <p>d. Accounting Code(s) 00350D0000.2012.00F0260000.0070420000.25</p> <p>e. Finance Office/Billing Address--please send by FAX: Finance Office, RM 624 National Endowment for the Arts 1100 Pennsylvania Ave, NW Washington, DC 20506</p> <p>f. Finance Office Contact Name and Telephone Number: Lois Fields 202-682-5461</p> <p>g. Finance Office Fax Number: 202-682-5679</p> <p>h. E-mail fieldsl@arts.gov</p>	<p>a. Agency Location Code : 33010001 TIN: 530206027</p> <p>b. DUNS: 089522580 TAS: 33X0100</p> <p>c. DRN: BETC: COLL</p> <p>d. Accounting Code(s): 119-2012-1959xx-58xxxx-6xxx-xxxx-xxxx</p> <p>e. Finance Office/Billing Address: Office of Sponsored Projects Smithsonian Institution PO Box 37012, MRC 1205 Washington, DC 20013-7012</p> <p>f. Finance Office Contact Name and Telephone Number: Halina Izdebska 202.633.7112</p> <p>g. Finance Office Fax Number:</p> <p>h. E-mail izdebskah@si.edu</p>
---	---

9. AUTHORIZED APPROVALS

Program Office Name (printed) & Signature--if needed	Date:	Program Office Name (printed) & Signature--if needed	Date:
Finance Office Name (printed) & Signature	Date:	Finance Office Name (printed) & Signature	Date:
Sandy Stueckler <i>Sandy Stueckler</i>	2/7/12	J. Scott Robinson <i>J. Scott Robinson</i>	2/7/12

**INTERAGENCY AGREEMENT BETWEEN
THE NATIONAL ENDOWMENT FOR THE ARTS and
THE SMITHSONIAN INSTITUTION for
SMITHSONIAN FOLKWAYS RECORDINGS**

I. PURPOSE

The Smithsonian Institution, on behalf of Smithsonian Folkways Recordings (SFR), and the National Endowment for the Arts (NEA) hereby enter into this Interagency Agreement to increase public knowledge and appreciation of world music educational resources through the development of the Smithsonian Folkways World Encyclopedia of Music, a comprehensive, multi-format representation of music and cultures from more than 100 countries.

II. LEGAL AUTHORITY

Smithsonian: 20 U.S.C. Section 41 et seq. and Public Law 108-72 (August 15, 2003).

NEA: National Foundation on the Arts and Humanities Act of 1965, as amended, 20 U.S.C. Section 954 (o).

III. SCOPE OF WORK

A. **Smithsonian Folkways Recordings**, in partnership with the Society for Ethnomusicology (SEM), will:

1. Digitally publish multi-media features on diverse music traditions and communities.
2. Develop new partnerships with music archives around the world.
3. Promote the “viral growth” of a network of American teachers providing world music classroom resources for other teachers. This network will offer downloadable world music classroom experiences that tap the Smithsonian Folkways World Encyclopedia of Music as well as the 43,000 tracks of audio that currently comprise the folkways and partner archive collections.

B. The Society for Ethnomusicology (SEM) will collaborate with SRF to:

Produce three multi-media "Reports from the Field" distributed electronically by *Smithsonian Folkways Magazine*.

Digitally publish two albums of music recorded by ethnomusicologists working in diverse countries to inaugurate a "Worlds of Sound" series.

Add at least one major partner archive in order to ingest and make available a large body of music.

Expand the Teacher-Nexus-Teacher (TNT) initiative to provide training and certifications for public school teachers to offer world music resources in their classrooms.

C. The National Endowment for the Arts will transfer \$50,000 to the Smithsonian for Smithsonian Folkways Recordings for the activities described in this interagency agreement.

See also Attachment A: Project Details, Attachment B: Project Timeline, Attachment C: Project Budget for additional details, and Attachment D: SEM letter of commitment.

IV. ACKNOWLEDGMENTS

All print, audio, video, digital, web-based and other materials relating to this project shall acknowledge the partnership between the National Endowment for the Arts and Smithsonian Folkways Recordings with the appropriate logos and text.

V. REIMBURSEMENT OF FUNDS

SFFAS 30 requires that unreimbursed or under-reimbursed costs of the performing agency be communicated to the recipient of services.

Each entity's full cost should incorporate the full cost of goods and services that it receives from other entities. The entity providing the goods or services has the responsibility to provide the receiving entity with information on the full cost of such goods or services either through billing or other advice. Recognition of inter-entity costs that are not fully reimbursed is limited to material items that (1) are significant to the receiving entity, (2) form an integral or necessary part of the receiving entity's output, and (3) can be identified or matched to the receiving entity with reasonable precision. Broad and general support services provided by an entity to all or most other entities should not be recognized unless such services form a vital and integral part of the operations or output of the receiving entity.

The service provider (Smithsonian Institution/Smithsonian Folkways) will indicate if this interagency agreement reflects full cost recovery.

Yes, full recovery

The service provider will indicate if this interagency agreement does not reflect full cost recovery.

No, not full cost recovery

The service provider will provide the recipient of services with the amount of unreimbursed or under-reimbursed costs on a quarterly basis by the 22nd of the end of the quarter; December 22nd, March 22nd, June 22nd, and September 22nd.

The recipient of services (NEA) will check this box to indicate whether any amounts not fully reimbursed will meet the above recognition criteria. If yes, both agencies will report their unreimbursed/imputed costs.

Yes

No

Reimbursement Without Advance

The NEA agrees to obligate and subsequently reimburse up to \$50,000 to the Smithsonian for Smithsonian Folkways Recordings for the purposes of this agreement in accordance with Section III. Smithsonian Folkways will bill NEA and initiate reimbursement(s) not later than 22nd of each applicable quarter using the Intra-governmental Payment and Collection (IPAC) system. The Smithsonian Folkways Finance Office will report quarterly expenses to the NEA Finance contact to reconcile this Interagency Agreement not later than the 22nd of each applicable quarter.

SMITHSONIAN INSTITUTION for SMITHSONIAN FOLKWAYS RECORDINGS	NATIONAL ENDOWMENT FOR THE ARTS
ALC: 33-01-0001	ALC: 59-00-0002
APPROPRIATION: FUND TYPE – [1 YEAR, X YEAR, MULTI]	APPROPRIATION: 59X0100 FUND TYPE – [X YEAR]
CODING:	CODING: 00350D0000.2012.00F0260000.0070550000.25110
SGL Accts @ Signing: 4221/4210 Document Ref # -	SGL Accts @ Signing: 4610/4801 [TC B-204] Document Ref # - G12- 00035-00
SGL Accts @ Billing: 1310/5200	SGL Accts @ Billing: 6100/2110 [TC B-302]
SGL Accts @ Collection: 1010/1310	SGL Accts @ Collection: 2110/1010 [TC B-110]
DUNS: 00-326-1880	DUNS: 92-8276468
TIN: 53-0206027	TIN: 52-1098587

VII. ADDITIONAL TERMS

This interagency agreement shall become effective on the date of the last signature herein.

This agreement may only be modified or amended in writing upon written request of either party and with the concurrence of the other party.

This interagency agreement shall remain in effect until June 30, 2014. This interagency agreement may be terminated at any time earlier upon 30 calendar days advance written notice by one party to the other.

VIII. AGENCY CONTACTS

The Smithsonian Folkways technical contact is:

Dan Sheehy, Curator and Director
Smithsonian Folkways Recordings
600 Maryland Ave., SW, Suite 2001
Washington, DC 20024 USA
Phone: 1-888-FOLKWAYS or
Phone: 202-633-6450
Fax: 202-633-6477
E-mail: sheehyd@si.edu

The Smithsonian contractual contact is:

J. Scott Robinson
Director, Office of Sponsored Projects
Smithsonian Institution
P.O. Box 37012, MRC 1205
Washington, DC 20013-7012
Phone: 202-633-7110
E-mail: OSPMail@si.edu

The Endowment program contact is:

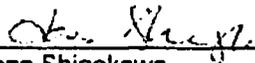
Barry Bergey
Director, Folk and Traditional Arts
National Endowment for the Arts
1100 Pennsylvania Avenue, N.W., Room 720
Washington, D.C. 20506
Phone: (202) 682-5726
E-mail: bergeyb@arts.gov

IX. DISPUTE RESOLUTION

The Smithsonian and the NEA will make their best efforts to amicably resolve disputes that may arise under this Agreement through discussions. If resolution cannot be reached, the NEA and the Smithsonian will solicit the views and mediation of the Agency Contacts in Article VIII. If those views or mediation cannot be obtained, or fail to resolve the matter, the issue will be elevated through respective management channels for resolution.

X. SIGNATORIES

NATIONAL ENDOWMENT FOR THE ARTS



Joan Shigekawa
Senior Deputy Chairman

Date: 03/12/12

SMITHSONIAN INSTITUTION



J. Scott Robinson, Director
Office of Sponsored Projects

Date: 3/22/12

- Attachment A: Project Details
- Attachment B: Project Timeline
- Attachment C: Project Budget
- Attachment D: SEM's letter of commitment

CFCH BUDGET SUMMARY (Gov't Grant)

Principal Investigator: Dan Sheehy	OSP Financial Analyst	Aninzo
Unit/Department: CFCH	Designated Code:	
Sponsor: NEA	Department ID:	
Award Start - End Date:	Program Code:	
OSP Grant Administrator: Caswell	Proposal No.:	

	Year 1	Year 2		Total
PERSONNEL COMPENSATION				
1100 Salaries - Full time	0	0	0	0
1100 Salaries - Part time	0	0	0	0
1100 Salaries - Intermittent or Less than 90 days	0	0	0	0
TOTAL PERSONNEL COMPENSATION	0	0	0	0
PERSONNEL BENEFITS				
(NCR Employees - duty station in the National Capital Region)				
1230 Pool Benefits 28.4% or 8.4%	0	0	0	0
TOTAL PERSONNEL BENEFITS	0	0	0	0
TOTAL PERSONNEL COSTS (TPC)	0	0	0	0
TRAVEL AND TRANSPORTATION OF PERSONS				
2111 Travel in USA (contiguous 48 states)	0	0	0	0
2112 Travel Outside the USA	0	0	0	0
2114 Travel - Training/Conference in USA	0	0	0	0
2115 Travel - Training/Conference Outside the USA	0	0	0	0
2120 Local Travel (within 50 miles)	0	0	0	0
TOTAL TRAVEL AND TRANSPORTATION OF PERSONS	0	0	0	0
SUPPLIES				
2600 Supplies and Materials	0	0	0	0
TOTAL SUPPLIES	0	0	0	0
OTHER CONTRACTUAL SERVICES				
2500 Other Contractual Services	35,167	10,000	0	45,167
2513 Engineering Services	0	0	0	0
2516 Machine Shop Services	0	0	0	0
2520 Stipends	0	0	0	0
2570 Equip. Non IT Maint & Repair	0	0	0	0
2571 IT Maintenance & Repair	0	0	0	0
TOTAL OTHER CONTRACTUAL SERVICES	35,167	10,000	0	45,167
GENERAL EXPENSE				
2212 Transportation of Things	0	0	0	0
2321 Real Property Rental	0	0	0	0
2331 Voice Communications	0	0	0	0
2332 Data Communications	0	0	0	0
2334 Postage	0	0	0	0
2341 IT Rental-Hardware/Software	0	0	0	0
2344 Rent Photocopy Machine	0	0	0	0
2349 Other Non-IT Equipment Rental	0	0	0	0
2400 Printing and Reproduction	0	0	0	0
2717 Subcontracts	0	0	0	0
2723 Research Grants	0	0	0	0
TOTAL GENERAL EXPENSE	0	0	0	0
EQUIPMENT & CONSTRUCTION				
3100 Equipment-sensitive	0	0	0	0
3100 Equipment-less than \$5,000	0	0	0	0
3100 Equipment-taggage	0	0	0	0
3200 Construction	0	0	0	0
TOTAL EQUIPMENT & CONSTRUCTION	0	0	0	0
TOTAL DIRECT COSTS (TDC)	35,167	10,000	0	45,167
INDIRECT COSTS				
3520 G&C 23.2% X TPC	0	0	0	0
3510 G&A 10.7% X (TDC + G&C)	3,763	1,070	0	4,833
TOTAL INDIRECT COSTS	3,763	1,070	0	4,833
INSTITUTIONAL SUPPORT/MANAGEMENT FEE				
3540 ISMF 4% X TDC	0	0	0	0
TOTAL COSTS	38,930	11,070	0	50,000

Attachment B: Timeline of Activities and Deliverables

Duration: Two Years

Year 1

Content

During the first year of the inter-agency agreement, the following will be accomplished:

- A joint NEA/SFR/SEM press release announces the project.
- SEM calls for proposals for the *Reports from the Field* and *Worlds of Sound* project components. Respondents produce one multimedia *Reports from the Field* feature article, and the Smithsonian distributes each to more than 45,000 recipients via the electronic *Smithsonian Folkways Magazine* (see www.folkways.si.edu)
- Two contributors to *Worlds of Sound* series are contracted; work begins.
- Digitization, ingestion, and translation of partner archive contents commences.
- Dr. Patricia Shehan Campbell leads one TNT world music teacher certification workshop and lines up another for 2013. [Note: Target universities include the University of Idaho, Louisiana State University, Salisbury State University, and Boston University.]

Year 1 Budget

Honoraria for producer of first <i>Reports from the Field</i> features @ \$1,000	\$1,000
Video editing for <i>Reports from the Field</i> feature @ \$1,000	\$1,000
Obligation of producer funds for two <i>Worlds of Sound</i> albums: 2 @\$1500	\$3,000
Teacher certification workshops, travel for artists and experts: workshop @ \$4,000	\$4,000
Artist honorarium for TNT workshop: 1 workshop @\$1000	\$1,000
Digitization and ingestion of partner archive	\$23,167
Translation of archival notes	\$2,000
Smithsonian Office of Sponsored Project 10.7% overhead rate	\$ 3,763
Total Year 1 expenditure of NEA funds	\$38,930

Year 2

Content

- Produce and distribute **two multimedia *Reports from the Field***.
- **Two *Worlds of Sound* albums** completed and launched.
- Dr. Patricia Shehan Campbell leads **second TNT world music teacher certification workshop**.
- Members of the TNT world music teacher network produce another **4 lesson plans** on audio from the collections. Plans are made available for download at http://www.folkways.si.edu/tools_for_teaching/lessons.aspx.

Year 2 Budget

Honoraria for producers of 2 <i>Reports from the Field</i> features @ \$1,000	\$2,000
Video editing for <i>Reports from the Field</i> feature	\$1,000
Artist honoraria for two <i>Worlds of Sound</i> recordings	\$2,000
Teacher certification workshop, travel for artists and experts: workshop @ \$4,000	\$4,000
Artist honorarium for teacher workshop @\$1000	\$1,000
Smithsonian Office of Sponsored Project 10.7% overhead rate	\$1,070
Total Year 2 expenditure of NEA funds	\$11,070
Total Expenditure of NEA funds:	\$50,000

Attachment C: Project Budget

NEA Funds

\$5,000 2 WOS album honoraria (\$3,000 producers, \$2,000 artist fees) [1/3 of original]
\$3,000 3 Reports from the Field @ \$1,000 [3/8 of original]
\$2,000 2 video editing for Reports from the Field @ \$1,000 (1/4 of original)
\$10,000 2 TNT workshop/certifications @ \$5,000 [one third of original]
\$23,167 Acquisitions processor (\$25/hour=\$1,000/week x 22.6 weeks) [1/3 of original]
\$2,000 Translator [1/8 of original]
\$4,833 OSP 10.7% overhead

\$50,000 NEA funds



The Society for Ethnomusicology

Indiana University, Morrison Hall 005
1165 East Third Street, Bloomington IN 47405-3700

Phone: 812-855-6672 Fax: 812-855-6673 Email: sem@indiana.edu
Web: www.ethnomusicology.org

February 16, 2012

Dr. Daniel Sheehy, Director
Smithsonian Center for Folklife and Cultural Heritage
Center for Folklife and Cultural Heritage
Smithsonian Institution
P.O. Box 37012, MRC 520
Washington, DC 20013-7012

Dear Dan,

Many thanks for sending a copy of the Interagency Agreement between the National Endowment for the Arts and the Smithsonian Institution for Smithsonian Folkways Recordings. The Society for Ethnomusicology hereby confirms its participation in this project, as outlined in the Agreement's Scope of Work.

SEM is very pleased to have the opportunity to work with the Smithsonian and the NEA on the Smithsonian Folkways World Encyclopedia of Music. We believe that the various components of this project will have a wide-ranging impact on public understanding of the world's music. The SEM Board, membership and I look forward to getting started with this work!

Sincerely,

Stephen Stuenkel

Stephen Stuenkel
Executive Director

1. EFFECTIVE DATE: Upon signature		National Endowment for the Arts Interagency Agreement – FUNDS OUT		4. Document Request # (DRN): G 12-00035-00	
2. EXPIRATION DATE: March 31, 2014				5. ESTIMATED AMOUNT: \$50,000	
6. NEA'S AUTHORITY. (This agreement is entered into pursuant to the following authority and incorporates by reference any and all related implementing regulations and Office of Management & Budget circulars) (Check all that apply):					
<input checked="" type="checkbox"/> National Foundation on the Arts and the Humanities Act of 1965, as amended. 20 U.S.C. 954(a) <input type="checkbox"/> Economy Act, 31 U.S.C. 1535-1538 <input type="checkbox"/> Other (specify)					
Requesting Agency			Performing Agency		
7. CONTACT INFORMATION					
a. Name and Address National Endowment for the Arts 1100 Pennsylvania Avenue, NW Washington, DC 20506			a. Name and Address: Daniel Sheehy, Curator and Director Smithsonian Folkways Recordings 600 Maryland Ave., SW, Suite 2001 Washington, DC 20024		
b. Program Office Contact Name and Telephone Number Barry Bergey 202-682-5726			b. Program Office Contact Name and Telephone Number Daniel Sheehy 202-633-6450		
c. Program Office Fax Barry Bergey 202-682-5726			c. Program Office Fax: 202-633-6477		
d. Email Address bergeyb@arts.gov			d. Email Address: sheehyd@si.edu		
8. FINANCIAL INFORMATION <input type="checkbox"/> Advance <input checked="" type="checkbox"/> Reimbursement					
a. Agency Location Code: 59-00-0002 TIN: 52-1098587			a. Agency Location Code: 33-01-0001 TIN: 53-0206027		
b. DUNS: 92-8276468 TAS: 59X 0100			b. DUNS: 00-326-1880 TAS: 33x0100		
c. DRN: G 12-00035-00 (Must be provided on IPAC bill) BEIC: DISB			c. DRN: BEIC: COLL		
d. Accounting Codes 00350D0000.2012.00F0260000.0070550000.25110			d. Accounting Code(s):		
e. Finance Office/Billing Address--please send by FAX. Finance Office, RM 624 National Endowment for the Arts 1100 Pennsylvania Ave, NW Washington, DC 20506			e. Finance Office/Billing Address. Office of Sponsored Projects Smithsonian Institution P.O. Box 37012, MRC 1205 Washington, DC 20013-7012		
f. Finance Office Contact Name and Telephone Number: Brenda Owens 202-682-5767			f. Finance Office Contact Name and Telephone Number: Melinda Reyes 202-633-7101		
g. Finance Office Fax Number: 202-682-5679			g. Finance Office Fax Number: 202-633-7119		
h. E-mail: owensb@arts.gov			h. E-mail: ReyesMe@si.edu		
9. AUTHORIZED APPROVALS					
Program Office Name (printed); & Signature (if needed)		Date		Program Office Name (printed); & Signature (if needed)	
n/a				n/a	
Finance Office Name (printed) & Signature <i>Sandy Stuecker</i> Sandy Stuecker		Date: 3/28/12		Finance Office Name (printed) & Signature <i>J. Scott Robinson</i> J. Scott Robinson	
				Date: 3/28/12	

MEMORANDUM OF UNDERSTANDING
between the
NATIONAL ENDOWMENT FOR THE ARTS
and the
U.S. DEPARTMENT OF AGRICULTURE

RURAL ARTS OUTREACH

I. PURPOSE

The National Endowment for the Arts (NEA) and the U.S. Department of Agriculture (USDA) enter into this Memorandum of Understanding to explore cooperative efforts to strengthen the role of the arts, design, and creative placemaking in rural communities, especially through NEA's Your Town workshops and Our Town grants.

II. AUTHORITY

National Endowment for the Arts: National Foundation on the Arts and the Humanities Act of 1965, as amended, 20 U.S.C. 954(o).

U.S. Department of Agriculture: Title VI of the Rural Development Policy Act of 1972 (7 U.S.C. 2204a et seq.)

III. STATEMENT OF WORK

Under this MOU, the **National Endowment for the Arts** and the **U.S. Department of Agriculture** shall cooperate to:

1. Assist with *Your Town: The Citizens' Institute on Rural Design* by:
 - Improving the quality of *Your Town: The Citizens' Institute on Rural Design* applications by stimulating additional applications through targeted distribution of the annual RFP to communities with which USDA staff have been involved and believe could benefit from a Your Town workshop.
 - Having USDA Rural Development staff serve on the panel that selects communities for the workshops.
 - Involving local USDA Rural Development staff as participants in selected NEA's Your Town workshops.
2. Expand the geographic representation of the *Our Town* applicant pool through encouraging rural communities to apply for grant funding under NEA's Our Town category of support by sending the grant guidelines out to all state Rural Development offices.

IV. AGENCY CONTACTS

The USDA contact for this Memorandum of Understanding is Rich Davis, Assistant Administrator for the Community Facilities Program; the National Endowment for the Arts contact is Jason Schupbach, Design Director.

VII. EFFECT OF AGREEMENT

This MOU is an internal Government agreement, and does not confer any legal right upon any private person or private entity.

This MOU does not restrict the USDA or the NEA from participating in similar activities or arrangements with other entities.

VIII. TERM OF AGREEMENT

This MOU shall become effective on the date of the last signature herein.

This MOU may only be modified or amended in writing upon written request of either party and with the concurrence of the other party.

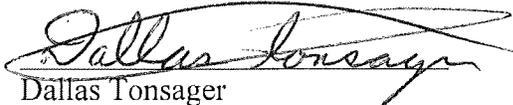
This MOU shall remain in effect until April 30, 2013.

This MOU may be terminated at any time earlier upon 30 calendar days advance written notice by one Party to the other.

IX. SIGNATORIES



Joan Shigekawa
Senior Deputy Chairman
National Endowment for the Arts



Dallas Tonsager
Under Secretary, Rural Development
U.S. Department of Agriculture

06/14/12

Date

6/8/12

Date

MEMORANDUM OF UNDERSTANDING
between the
NATIONAL ENDOWMENT FOR THE ARTS
and the
WALTER REED NATIONAL MILITARY MEDICAL CENTER
OPERATION HOMECOMING: WRITING THE WARTIME EXPERIENCE

I. PURPOSE

The National Endowment for the Arts (NEA) and the Walter Reed National Military Medical Center (WRNMMC) enter into this Memorandum of Understanding (MOU) to bring to WRNMMC's National Intrepid Center of Excellence (NICoE) a pilot program adapting the NEA's *Operation Homecoming: The Wartime Experience* specially designed to explore the healing aspect that expressive writing workshops may bring to service members affected by Post-Traumatic Stress Disorder (PTSD) and Traumatic Brain Injury (TBI).

II. AUTHORITY

National Endowment for the Arts: National Foundation on the Arts and the Humanities Act of 1965, as amended, 20 U.S.C. 954(o).

National Intrepid Center of Excellence: The Economy Act (31 USC 1535 et. seq.) and DOD Instruction 4000.19

III. BACKGROUND INFORMATION

In 2004, the NEA created *Operation Homecoming: Writing the Wartime Experience* to help U.S. troops and their families chronicle their experiences through professional writing workshops held on military installations. In 2008, the NEA expanded the program to serve veterans and active-duty troops through multi-week workshops at Veterans Affairs and Department of Defense medical facilities and at nonprofit literary centers.

The program provided more than 60 workshops at 30 installations in nine countries; more than 6,000 troops and family members participated. The project resulted in an award-winning anthology and two documentaries, *Muse of Fire* and *Operation Homecoming*.

IV. STATEMENT OF WORK

The **National Endowment for the Arts** shall:

- ◆ Work with NICOE to develop and implement pilot programs of expressive writing workshops for wounded warriors at NICOE. These workshops will build on the NEA's experience conducting Operation Homecoming workshops, NICOE's integrated healing programs for wounded warriors, and recent research on the health benefits of writing.
- ◆ Hire staff to facilitate the workshops. The staff must receive proper training from NICOE.
- ◆ Consult with NICOE to identify appropriate artists/instructors, work with NICOE to identify participants and secure appropriate venues for the workshops and oversee management of the workshops.
- ◆ Collaborate with NICOE to design and conduct assessment tools to evaluate the efficacy of the pilot programs and to establish authentic measurements of their qualitative and quantitative effects.
- ◆ Collaborate with NICOE for future research endeavors regarding the pilot program. NEA will use its established procedures for the clearance of all investigator publications and presentations.

The National Intrepid Center of Excellence shall:

- ◆ Work with the NEA to develop and implement at NICOE pilot programs of expressive writing workshops for wounded warriors.
- ◆ Identify potential participants for the workshops.
- ◆ Secure access to NICOE facilities for the NEA to conduct or provide assistance for the expressive writing workshops
- ◆ Collaborate with the NEA to design and conduct assessment tools to evaluate the efficacy of the pilot programs and to establish authentic measurements of their qualitative and quantitative effects.
- ◆ Collaborate with the NEA for future research endeavors regarding the pilot program.
- ◆ Establish a proper mechanism in which to keep track of the writings within the Armed Forces Health Longitudinal Technology Application (AHLTA), WRNMMC's electronic health record.
- ◆ ---NEA will not keep any writings.
- ◆ ---NEA will not see the writings.
- ◆ ---NICOE will establish policies and procedures for review of the writings.

- ◆ Shall collaborate with NEA in any publication developed as a result of the pilot program at NICoE and/or future research. NICoE will use its established procedures for the clearance of all investigator publications and presentations.
- ◆ Provide required training (at a minimum to include the Health Insurance Portability and Accountability Act [HIPAA])
- ◆ Secure access to the installation.

V. HIPAA. The parties agree that the although individuals performing work on NEA's behalf will be exposed to protected health information (PHI) pursuant to this agreement and any underlying research, the parties to this agreement themselves do not contemplate any sharing of PHI. Therefore, the parties acknowledge that this agreement lacks the requirements contained in a HIPAA-compliant Business Associate Agreement. The parties acknowledge that the individuals performing work pursuant to this agreement may only use/disclose PHI consistent with the provisions of HIPAA and its implementing regulations and may not otherwise use/disclose PHI outside WRNMMC. WRNMMC and NICoE will consider these individuals part of its workforce and properly train them.

VI. FUNDING. For purposes of this agreement to establish expressive writing workshops, the parties will fund their own efforts (i.e., NICoE's operating and maintenance funds will be used for the workshops conducted at NICoE; NEA will use its own funds to pay for NEA personnel). Any research projects that may arise as a result of these workshops may require additional funding that is not currently in a budget. Funding for any future research projects will be addressed in any agreement that may be necessary to set forth the parties' roles and responsibilities for the research.

VII. LIABILITY. Both parties are instrumentalities of the Federal Government, and Federal law would control this agreement. Additionally, the parties acknowledge that individuals working on NEA's behalf may not be Government employees, and the Federal Employees' Compensation Act may not be an adequate method of recovery. If such an individual is injured while performing work at NICoE and WRNMMC, NEA and WRNMMC will work to address handling the claim.

VIII. AGENCY CONTACTS

The NICoE contact for this MOU is Dr. Thomas DeGraba, Deputy Director, Chief of Medical Operations, 301-319-3604. The National Endowment for the Arts contact is Bill O'Brien, Senior Advisor for Program Innovation, 202-682-5550.

IX. EFFECT OF AGREEMENT

This MOU is an internal Government agreement, and does not confer any legal right upon any private person or private entity.

This MOU does not restrict the NICOE or the NEA from participating in similar activities or arrangements with other entities.

X. TERM OF AGREEMENT

This MOU shall become effective on the date of the last signature herein.

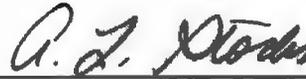
This MOU may only be modified or amended in writing upon written request of either party and with the concurrence of the other party.

This MOU shall remain in effect until 15 November 2012. This MOU may be terminated at any time earlier upon 30 calendar days advance written notice by one Party to the other. It is understood that the Chief, Bureau of Medicine and Surgery and Commander, Walter Reed National Military Medical Center, will have the right to terminate this agreement without notice at any time if determined necessary to be in the interests of the facility's mission requirements.

XI. SIGNATORIES



Rocco Landesman
Chairman
National Endowment for the Arts



Alton L. Stocks
Rear Admiral, U.S. Navy
Commander
Walter Reed National Military
Medical Center

Date

11/9/11

Date

12/5/11

MEMORANDUM OF UNDERSTANDING
between the
NATIONAL ENDOWMENT FOR THE ARTS
and the
WALTER REED NATIONAL MILITARY MEDICAL CENTER

OPERATION HOMECOMING: THE WARTIME EXPERIENCE

I. PURPOSE

The National Endowment for the Arts (NEA) and the Walter Reed National Military Medical Center (WRNMMC) enter into this Memorandum of Understanding (MOU) to bring to WRNMMC's National Intrepid Center of Excellence (NICoE) a pilot program adapting the NEA's *Operation Homecoming: The Wartime Experience* specially designed to explore the healing aspect that expressive writing workshops may bring to service members affected by Post-Traumatic Stress Disorder (PTSD) and Traumatic Brain Injury (TBI). WRNMMC and the NEA will also offer creative writing sessions on a voluntary basis for the patients and their families. Additional arts activities at the NICoE may also be offered to augment the program. Healing arts clinical interventions will occur in NICoE or other clinical spaces within a WRNMMC facility. Non-clinical space can be used for non-clinical activities.

II. AUTHORITY

National Endowment for the Arts: National Foundation on the Arts and the Humanities Act of 1965, as amended, 20 U.S.C. 954(0).

National Intrepid Center of Excellence: The Economy Act (31 USC 1535 et. seq.) and DOD Instruction 4000.19.

III. BACKGROUND INFORMATION

In 2004, the NEA created *Operation Homecoming: Writing the Wartime Experience* to help U.S. troops and their families chronicle their experiences through professional writing workshops held on military installations. In 2008, the NEA expanded the program to serve veterans and active-duty troops through multi-week workshops at Veterans Affairs and Department of Defense medical facilities and at nonprofit literary centers.

The program provided more than 60 workshops at 30 installations in nine countries; more than 6,000 troops and family members participated. The project resulted in an award-winning anthology and two documentaries, *Muse of Fire* and *Operation Homecoming*.

IV. STATEMENT OF WORK

The **National Endowment for the Arts** shall:

- ◆ Work with NICOE to develop and implement pilot programs of expressive writing workshops for wounded warriors at NICOE. These workshops will build on the NEA's experience conducting Operation Homecoming workshops, NICOE's integrated healing programs for wounded warriors, and recent research on the health benefits of writing.
- ◆ Hire staff to facilitate the workshops. The staff must receive proper training from NICOE.
- ◆ Consult with NICOE to identify appropriate artists/instructors, work with NICOE to identify participants and secure appropriate venues for the workshops and oversee management of the workshops.
- ◆ Collaborate with NICOE to design and conduct assessment tools to evaluate the efficacy of the pilot programs and to establish authentic measurements of their qualitative and quantitative effects.
- ◆ Collaborate with NICOE for future research endeavors regarding the pilot program. NEA will use its established procedures for the clearance of all investigator publications and presentations.
- ◆ Assist in providing creative writing sessions on a voluntary basis for the patients and their families. Healing arts clinical interventions will occur in NICOE or other clinical spaces within a WRNMMC facility. Non-clinical space can be used for non-clinical activities.
- ◆ Assist in providing other arts-based offerings as agreed to by both parties to this agreement.

The **National Intrepid Center of Excellence** shall:

- ◆ Work with the NEA to develop and implement at NICOE pilot programs of expressive writing workshops for wounded warriors.
- ◆ Identify potential participants for the workshops.
- ◆ Secure access to NICOE facilities for the NEA to conduct or provide assistance for the expressive writing workshops
- ◆ Collaborate with the NEA to design and conduct assessment tools to evaluate the efficacy of the pilot programs and to establish authentic measurements of their qualitative and quantitative effects.
- ◆ Collaborate with the NEA for future research endeavors regarding the pilot program.
- ◆ Establish a proper mechanism in which to keep track of the writings within the Armed Forces Health Longitudinal Technology Application (AHLTA), WRNMMC's electronic health record.
 - NEA will not keep any writings.
 - NEA will not see the writings.
 - NICOE will establish policies and procedures for review of the writings.
- ◆ Facilitate creative writing sessions on a voluntary basis for the patients and their families . Any of the writing workshops that are clinical interventions will occur in NICOE or other clinical spaces within a WRNMMC facility. Non-clinical space can be used for non-clinical activities.

- ◆ Facilitate other arts-based offerings as agreed to by both parties to this agreement.
- ◆ Shall collaborate with NEA in any publication developed as a result of the pilot program at NICoE and/or future research. NICoE will use its established procedures for the clearance of all investigator publications and presentations.
- ◆ Provide required training (at a minimum to include the Health Insurance Portability and Accountability Act [HIPAA]).
- ◆ Secure access to the installation.

V. HIPAA

The parties agree that although individuals performing work on NEA's behalf will be exposed to protected health information (PHI) pursuant to this agreement and any underlying research, the parties to this agreement themselves do not contemplate any sharing of PHI. Therefore, the parties acknowledge that this agreement lacks the requirements contained in a HIPAA-compliant Business Associate Agreement. The parties acknowledge that the individuals performing work pursuant to this agreement may only use/disclose PHI consistent with the provisions of HIPAA and its implementing regulations and may not otherwise use/disclose PHI outside WRNMMC. WRNMMC and NICoE will consider these individuals part of its workforce and properly train them.

VI. FUNDING

For purposes of this agreement to establish expressive writing workshops, the parties will fund their own efforts (i.e., NICoE's operating and maintenance funds will be used for the workshops conducted at NICoE; NEA will use its own funds to pay for NEA personnel). Further, creative writing sessions and any additional arts activities agreed to by the WRNMMC and the NEA will be undertaken in the same manner. Any research projects that may arise as a result of these workshops may require additional funding that is not currently in a budget. Funding for any future research projects will be addressed in any agreement that may be necessary to set forth the parties' roles and responsibilities for the research.

VII. LIABILITY

Both parties are instrumentalities of the Federal Government, and Federal law would control this agreement. Additionally, the parties acknowledge that individuals working on NEA's behalf may not be Government employees, and the Federal Employees' Compensation Act may not be an adequate method of recovery. If such an individual is injured while performing work at NICoE and WRNMMC, NEA and WRNMMC will work to address handling the claim.

VIII. AGENCY CONTACTS

The NICoE contact for this MOU is Dr. Thomas DeGraba, Deputy Director, Chief of Medical Operations, 301-319-3604. The National Endowment for the Arts contact is Bill O'Brien, Senior Advisor for Program Innovation, 202-682-5550.

IX. EFFECT OF AGREEMENT

This MOU is an internal Government agreement, and does not confer any legal right upon any private person or private entity.

This MOU does not restrict the NICOE or the NEA from participating in similar activities or arrangements with other entities.

X. TERM OF AGREEMENT

This MOU shall become effective on the date of the last signature herein.

This MOU may only be modified or amended in writing upon written request of either party and with the concurrence of the other party.

This MOU shall remain in effect until 31 December 2015. This MOU may be terminated at any time earlier upon 30 calendar days advance written notice by one Party to the other. It is understood that the Chief, Bureau of Medicine and Surgery and Commander, Walter Reed National Military Medical Center, will have the right to terminate this agreement without notice at any time if determined necessary to be in the interests of the facility's mission requirements.

XI. SIGNATORIES



Rocco Landesman
Chairman
National Endowment for the Arts



Alton L. Stocks
Rear Admiral, U.S. Navy
Commander,
Walter Reed National Military Medical Center

8.21.12

Date

10/3/12

Date

Agreement between the National Endowment of the Arts (NEA)
and
the Bureau of Economic Analysis (BEA)

First Amendment
to
NEA Agreement: G12-00034
and
BEA Agreement: RA 12 NEA 757-1

The purpose of this amendment is for the addition of \$500,000.00 to the \$1.5M as stated in Section 5 – Terms and Conditions and Section 8 – Obligations of Funds in the original agreement. This addition of \$500,000.00 increase the agreement amount to \$2M.

Section 7 - Correct the e-mail address: Key Officials/Project Officers from iyengars@arts.endow.gov to iyengars@arts.gov.

Section 8 – Obligations of Funds: Contact Brenda Owens replaced by Ray Alwine, alwine@arts.gov. The other information remain unchanged.

Section 9 – Accounting Data:

BEA TAS – 13 13/14 1500

NEA ACCS Accounting – 00350D0000.2013.00G0260000.0070380000.25110.

All other provisions in the original Agreement remain unchanged and in effect.



J. Steven Landefeld
Director
Bureau of Economic Analysis (BEA)
U.S. Department of Commerce

7/8/13
Date



Joan Shigekawa
Senior Deputy Chairman
National Endowment of the Arts (NEA)
Independent Federal Agency

07/24/13
Date

JUN 20 2013



UNITED STATES DEPARTMENT OF COMMERCE
Office of the General Counsel
Washington, D.C. 20230

ECONOMY ACT AGREEMENT CLEARANCE

FOR: Desirae Moorer, Chief, Budget Section
Bureau of Economic Analysis

FROM: Barbara S. Fredericks, Assistant General Counsel for Administration

SUBJECT: First Amendment to Agreement between the Bureau of Economic Analysis (BEA) and National Endowment of the Arts (NEA) (Agreement # RA12NEA757)

ACTIVITIES/COST: Pursuant to an agreement between BEA and NEA, BEA performs statistical work for NEA to produce an "Arts and Cultural Production Satellite Account" that will describe the industries producing and providing goods and services to assist in the production of arts and culture. Under this amendment, NEA will transfer an additional \$500,000 to BEA for services performed during fiscal year 2013. NEA's funds are no-year funds that remain available for obligation until expended.

DURATION OF AGREEMENT: The amendment becomes effective when signed by both parties and covers performance through September 30, 2013. NEA will provide future funding by amendment to the underlying agreement. Each amendment will require separate review and clearance by this office prior to execution.

PROGRAMMATIC AUTHORITY: BEA is authorized to perform the activities contemplated by this amendment pursuant to 15 U.S.C. § 1516, which authorizes the Secretary to control the gathering and distribution of statistical information naturally related to the subjects confided to the Department. NEA is authorized to perform the activities contemplated by this amendment pursuant to the National Foundation on the Arts and the Humanities Act of 1965, as amended, 20 U.S.C. §§ 951 and 954(o).

OTHER COMMENTS: A Determination and Finding Statement is attached. The amendment is entered into pursuant to an agreement cleared by this office on September 5, 2012. The underlying agreement terminates on September 30, 2014.

REVIEWING ATTORNEY: Ronda J. Brown, 202 482-1102

Attachment



U.S. DEPARTMENT OF EDUCATION
OUTGOING

AGREEMENT BETWEEN FEDERAL AGENCIES
FOR ED ORDER OF GOODS AND SERVICES

NOTE TO EDUCATION POINT OF CONTACT: Provide a brief explanation of the goods or services ordered, basis for determining costs, and estimated total costs for multi-year projects using the BS-008 EDBUYER Payment Addendum, SOW or MOU, GSA Optional Form 347 (Order for Supplies or Services) and BS-008 EDBUYER PAYMENT ADDENDUM must be attached to this Agreement. Applicable provisions of the FAR, Parts 21, 25, and 17.5 and all applicable conflict of interest laws and regulations are incorporated by reference with the same force and effect as if given in full text.

EDUCATION OFFICE REQUESTING SERVICE: (BUYER)

PRINCIPAL OFFICE NAME: Office of Innovation and Improvement (OII)

ADDRESS: 400 Maryland Avenue, SW
Washington, DC 20202

POINT OF CONTACT/ORDER CONTACT NAME: Diane Austin

TELEPHONE NUMBER: 202-260-1280 FAX #: _____

EMAIL ADDRESS: diane.austin@ed.gov

EPN (DUINS) NUMBER: 1 2 5 1 9 3 1 7 2 - - - - -

ORDER NUMBER: ED - OII - 13 - J - 0004 - - - - -

IAC NAME & INITIALS: _____

IAC EMAIL ADDRESS: _____

TOTAL ORDER AMOUNT: \$ 332,500.00 FISCAL YEAR: 2013

CERTIFICATION OF AVAILABILITY OF FUNDS

PO FINANCING OFFICER SIGNATURE: *Laverne C. Oles* DATE: 8/6/13

OTHER FEDERAL AGENCY PERFORMING SERVICE: (SELLER)

AGENCY AND OFFICE NAME: National Endowment for the Arts

ADDRESS: 1100 Pennsylvania Avenue, N.W.
Washington, D.C. 20506

AGREEMENT CONTACT NAME: Nancy Daugherty

TELEPHONE NUMBER: 202-682-5521 FAX #: 202-682-5002

EMAIL ADDRESS: daughern@arts.endow.gov

EPN (DUINS) NUMBER: 9 2 8 2 7 8 4 8 8 - - - - -

INTERAGENCY REFERENCE NUMBER: IA-13 08

APPROVAL FROM SELLER'S FINANCE SUBJECT OFFICER

FINANCE/BUDGET OFFICER SIGNATURE: *Sandy Stueckler* DATE: 8/21/13

AUTHORITY
20 U.S.C. Section 3475 20 U.S.C. 954(a) and 954(e)

PERFORMANCE PERIOD
FROM: September 15, 2013 THROUGH: August 31, 2014

ACCOUNTING DATA AND CLEARANCES

FINANCING: (BUYING AGENCY - \$ OUT)

ALC: 9 1 - 0 2 - 0 0 0 1

APPROPRIATE/TREASURY ACCT SYMBOL(TAB): 91 13 0304

AMOUNT: \$ 332,500.00

APPROP EXP DATE: 9/30/2013

APPROP CANCEL DATE: 9/30/2018

BUSINESS EVENT TYPE CODE (BETC): D I S B - - - - -

WILL initiate payment transaction: Yes No

CLEARANCE INFORMATION

OPRID: _____

OGC: *J. Nageleisen 8/29/13*

OGC: *John Oles 9/10/13*

AA#: *ifa*

BEA#: *9/13/13*

FINANCING: (SELLING AGENCY - \$ IN)

ALC: 5 9 - 0 0 0 - 0 0 0 2

APPROPRIATE/TREASURY ACCT SYMBOL(TAB): 59X0100

AMOUNT: \$ 332,500

BUSINESS EVENT TYPE CODE (BETC): C O L L - - - - -

WILL initiate payment transaction: Yes No

SYSTEM INFORMATION (continued)

00350R0000 2013 00F0610000 0070510000 41422

APPROVAL FOR BUYING AGENCY

APPROVING OFFICIAL'S PRINTED NAME: Patricia A. Knight *Patricia Knight*

TITLE: Executive officer

SIGNATURE & DATE: *[Signature]* 8/7/13

APPROVAL FOR SELLING AGENCY

APPROVING OFFICIAL'S PRINTED NAME: Joan Shigekawa *Joan Shigekawa*

TITLE: Senior Deputy Chairman

SIGNATURE & DATE: *[Signature]* 8/21/13

Me
09-12-13

Val
9/12/13



**U.S. DEPARTMENT OF EDUCATION
OUTGOING
EDBUYER PAYMENT ADDENDUM**

**AGREEMENT BETWEEN FEDERAL AGENCIES
FOR ED ORDER OF GOODS AND SERVICES**

ED PRINCIPAL OFFICE (BUYER): Completes Sections I, II, III and IV

I. Payment Information:

ORDER NUMBER:
 MODE: REIMBURSEMENT ADVANCE OF FUNDS
 TIMING: LUMP SUM MONTHLY QUARTERLY OTHER (explain): _____
 METHOD: IPAC or OTHER (explain): _____

II. Additional Financing Information:

(Use this space for additional Buying Agency appropriations, continued from BS-008 EDBUYER form (page 1 of 2).)

Appropriation/TAS: _____	Appropriation/TAS: _____
Amount: _____	Amount: _____
Appropriation Expiration Date: _____	Appropriation Expiration Date: _____
Appropriation Cancellation Date: _____	Appropriation Cancellation Date: _____

III. Transaction Type:

GOODS SERVICES MDED

Capitalized/Non-Capitalized Indicator: Capitalized Expensed
(If goods are being ordered, the buyer must indicate intent to capitalize or expense the goods. Consult the form instructions before changing the "Expensed" selection.)

Agreement Action: NEW MODIFICATION CANCELLATION/TERMINATION
(For new IAAs, provide a brief description of the order. For modifications, describe the change(s). For cancellations or terminations, provide an explanation and new end date.)

This Interagency Agreement between the Department of Education and the National Endowment for the Arts in support for Arts Education partnership. The purpose of the Arts Education Partnership is to strengthen arts education as an integral part of the Elementary and Secondary school curriculum.

IV. Additional Terms and Conditions:

MODIFICATION, TERMINATION, OR CANCELLATION

Each party may, at its option, modify, terminate, or cancel this agreement with 30 days notice to the other party. (Enter the number of days notice as negotiated by the Parties.) In the event an order is cancelled by the buyer, the seller is authorized to collect costs incurred prior to cancellation of the order plus any termination costs.

DISPUTE RESOLUTION

Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume 1, Part 2, Chapter 4700, Appendix 10—Intragovernmental Business Rules.

OTHER FEDERAL AGENCY (SELLER): Completes either Section V.A. or V.B.

V. ED Chief Financial Officer Required Information:

(To be completed by the Selling Agency Finance Office.)

Questions pertaining to this section should be directed to the ED Finance Points of Contact: Leon Scott (202)245-8098 - Leon.Scott@ed.gov or Sarah Mahdavi (202)245-8078 - Sarah.Mahdavi@ed.gov

A. COMPLETE THIS SECTION FOR REIMBURSEMENT PAYMENTS:

1. When will REVENUE be recognized?

a) Upon signing of agreement b) Upon receipt of IPAC cash: c) As expenses accrue:
 d) Periodically for the lesser of the specified billing amount or expense incurred. Periodic: Monthly Quarterly Yearly Upon Completion
 e) Periodically for the specified billing amount regardless of the expense incurred. Periodic: Monthly Quarterly Yearly Upon Completion
 f) Other (please specify): _____

2. When will RECEIVABLES be recognized?

a) As expenses accrue: b) Periodically for the lesser of the specified billing amount or expense incurred. Periodic: Monthly Quarterly Yearly Upon Completion
 c) Periodically for the specified billing amount regardless of the expense incurred. Periodic: Monthly Quarterly Yearly Upon Completion
 d) Other (please specify): _____

B. COMPLETE THIS SECTION FOR ADVANCE PAYMENTS:

1. When will ADVANCES FROM OTHERS be recognized?

a) Upon signing of agreement b) Upon receipt of IPAC cash: c) At the end of the fiscal year d) We are not going to recognize an entry to "Advances from Others" 9GL 2210
 e) Other (please specify): _____

2. When will the ADVANCES FROM OTHERS be liquidated?

a) At fiscal year end: b) As expenses accrue: c) Periodically. Periodic: Monthly Quarterly Yearly Upon Completion
 d) Other (please specify): _____

3. If an advance is recognized, the ED Finance POC will be notified quarterly via fax or email of the advance liquidation and balance for elimination and expense recognition purposes.

a) Agree b) Disagree and have discussed with ED Finance POC: Comment: _____

4. When will REVENUE be recognized?

a) Upon signing of agreement b) Upon receipt of IPAC cash c) As expenses accrue d) Periodically. Periodic: Monthly Quarterly Yearly Upon Completion
 e) Other (please specify): _____

Accounting/Finance Point of Contact:

Ray Alwine

alwine@arts.gov

202-682-5461

Printed Name:

Email Address:

Telephone Number:

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 3 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER SEP 16, 2013		2. CONTRACT NO. (If any) ED-OII-13-J-0004		6. SHIP TO:	
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE Tawanna Coles	
5. ISSUING OFFICE (Address correspondence to) OITC Tawanna Coles, US Department of Education/OII, 400 Maryland Avenue, SW, Room 4W330 Washington, DC, 20202, USA				b. STREET ADDRESS See Schedule	
7. TO: 00001766 TIN: 123456789		c. CITY		d. STATE	e. ZIP CODE
a. NAME OF CONTRACTOR DUNS: 928276468 NATIONAL ENDOWMENT FOR THE ARTS				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 1100 PENNSYLVANIA AVE NW				<input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY WASHINGTON		e. STATE DC	f. ZIP CODE 205060001	REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule Obligated Amount: \$332,500.00				10. REQUISITIONING OFFICE	

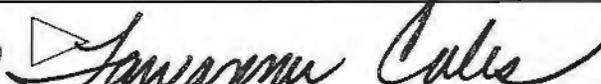
11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT Destination		
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED			
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED			

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) SEP 30, 2013	16. DISCOUNT TERMS 0% 0 Days Net 30
a. INSPECTION	b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	See Continuation Page For Line Item Details					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
	21. MAIL INVOICE TO: OITC					
	a. NAME Tawanna Coles					
	b. STREET ADDRESS (or P.O. Box) US Department of Education/OII 400 Maryland Avenue, SW, Room 4W330					
c. CITY Washington				d. STATE DC	e. ZIP CODE 20202	
\$332,500.00 ◀ 17(h) TOT (Cont. pages) \$332,500.00 ◀ 17(i) GRAND TOTAL						

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Tawanna C. Coles 202-205-4505 TITLE: CONTRACTING/ORDERING OFFICER
---	--

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>Contracting Officer: Tawanna C. Coles, 202-205-4505, tawanna.coles@ed.gov</p> <p>Primary Contracting Officer Representative: None</p> <p>Alternate Contracting Officer Representative(s): None</p> <p>Primary Technical Point of Contact: None</p> <p>Alternate Technical Point of Contact(s): None</p> <p>This is an interagency agreement between the Department of Education and the National Endowment of The Arts. The purpose for this agreement is to strengthen arts education as integral part of the elementary and secondary school curriculum, to help ensure that all students meet challenging state content standards, to assist in the development and implementation of assessments, and to support the national effort to enable all students to demonstrate competence in the arts.</p> <p>Accounting and Appropriation Data: 0204A2013.B.2013.EU000000.UAD.2530A.000.351.0000.000000 \$332,500.00 DELIVERY DATE: 09/30/2013 SHIP TO: Tawanna Coles US Department of Education/OII 400 Maryland Avenue, SW, Room 4W330 Washington DC 20202 FOB : Destination Pricing Option: Firm-Fixed-Price</p>	1.00	SE	NTE 332,500.00	NTE 332,500.00

**INTERAGENCY AGREEMENT
BETWEEN THE U.S. DEPARTMENT OF EDUCATION AND
THE NATIONAL ENDOWMENT FOR THE ARTS**

2013 - 2014

The U.S. Department of Education (ED) and the National Endowment for the Arts (Endowment) enter into this interagency agreement for a joint project to support the activities of the *Arts Education Partnership (AEP)*.

The purpose of the Arts Education Partnership is to strengthen arts education as an integral part of the elementary and secondary school curriculum, to help ensure that all students meet challenging State content standards, to assist in the development and implementation of assessments, and to support the national effort to enable all students to demonstrate competence in the arts. The passage of the Elementary and Secondary Education Act (ESEA) made the arts one of the ten core academic subjects. This provides an important opportunity for the arts to become a part of the core curriculum for all students. While *ESEA* holds schools accountable for reading and math, the arts are recognized as an important part of the core experience for all children.

Under this agreement, ED through its Office of Innovation and Improvement (OII) will provide \$332,500 to the Endowment in FY 13 for the Arts Education Partnership. The Endowment will enter into a cooperative agreement with the Council of Chief State School Officers (CCSSO) to manage the Arts Education Partnership and will provide the Arts Education Partnership with \$665,000 (\$332,500 from NEA and \$332,500 from ED) in FY 13.

AUTHORITY

This agreement is authorized by:

The National Endowment for the Arts – The National Foundation on the Arts and the Humanities Act of 1965, 20 U.S.C. Sections 954(o). The United States Department of Education - Section 415 (a) of the Department of Education Organization Act, 20 U.S.C. Section 3475; Section 5551 of the Elementary and Secondary Education Act of 1965, 20 U.S.C. 7271.

Section 430 of the General Education Provisions Act (GEPA) (20 U.S.C. 1231, et seq.) authorizes the Secretary of Education to enter into arrangements with other Federal agencies to jointly carry out projects of common interest, to transfer such funds appropriated under any applicable program consistent with the statutes authorizing the appropriations of such funds, and to use the administering agency's procedures to award contracts or grants.

The Secretary shall provide notice to the Education and the Workforce Committee of the House of Representatives and the Health, Education, Labor and Pensions Committee of the Senate of this joint funding agreement not later than 60 days after the effective date of this agreement.

ACTIVITY DESCRIPTION

The Arts Education Partnership was formed in 1995 through a cooperative agreement between the United States Department of Education and the National Endowment for the Arts, the National Assembly of State Arts Agencies, and the Council of Chief State School Officers. Over 150 national organizations committed to promoting arts education in elementary, secondary schools and institutions throughout the country have joined AEP to help states and local school districts integrate the arts into their educational improvement plans under federal, state, and local initiatives. AEP works closely with state teams composed of representatives from the state education agency, state arts agency, and the state alliance for arts education. AEP is not an advisory body to the Endowment or the Department of Education.

The National Endowment for the Arts and the United States Department of Education, with the support of the private sector, wish to support the continuation of the *Arts Education Partnership* to facilitate planning, communication, research, and collaboration among the national organizations, government agencies, foundations, and businesses that share the goal of making the arts part of basic education, consistent with the AEP strategic plan and goals.

Under this Agreement, the **Department of Education** shall:

- Transfer \$332,500 to the National Endowment for the Arts to fund the Arts Education Partnership. Funds transferred by ED for this purpose will be provided through Title V, Part D, Subpart 15 (Arts in Education) of the Elementary and Secondary Education Act.
- Monitor the cooperative agreement with the AEP.
- Meet with the NEA and a representative of the AEP for quarterly discussion and review of completed activities, planned activities, and coordination of activities among the entities; and review of documents supporting those activities.
- Participate in the AEP, including its Governance Committee, which will transition to a non-governing, collaborative body during the course of this agreement.

The **National Endowment for the Arts** shall be the lead agency for this project. The cooperative agreement shall be governed by established Endowment procedures. The Endowment shall:

- Receive from CCSSO a budget and narrative aligned to AEP's goals and objectives for the fiscal year.
- Provide CCSSO with \$665,000 (\$332,500 from the Endowment and \$332,500 from ED) in FY 13 funds to support the Arts Education Partnership for the term covered by this agreement.

- Administer and account for ED funds in accordance with applicable statutory and regulatory requirements.
- Participate in the Arts Education Partnership, including its Governance Committee, which will transition to a non-governing, collaborative body during the course of this agreement.
- Enter into a cooperative agreement with the CCSSO to facilitate and coordinate the activities of AEP, including:
 - ◆ Monitoring and supervising the cooperative agreement and AFP through the Arts Education Director and assigned program staff;
 - ◆ Ensuring that ED's designated representatives are notified of all meetings of AFP, its Governing Committee/Advisory Council, and meetings with public and private funders noted previously in this document;
 - ◆ Ensuring that ED is provided a quarterly performance report;
 - ◆ Ensuring that ED is provided a quarterly budget status report;
 - ◆ Ensuring that ED is provided with a forecast of upcoming printed materials and substantial electronic resources on a quarterly basis; and
 - ◆ Ensuring that ED is provided with a copy of AEP's final report no later than 90 days after completion of the project.

The Executive Director of the Arts Education Partnership will facilitate planning, communications, and collaborative actions by participants in the Arts Education Partnership. In continuing the Arts Education Partnership, the Executive Director will:

- Develop, coordinate and share AFP planned annual operations by the effective date of this agreement.
- Develop and implement specific measures that are clearly defined and carefully integrated into AEP's strategic plan. Progress on these measures shall be described in detailed quarterly reports and a more substantial end-of-year report including a detailed budget.
- Facilitate periodic meetings and subcommittee meetings of AEP's participants.
- Include at least one session at the national forum that focuses on models that have promising arts education practices focusing on one or more of the NEA Chairman and ED Secretary's priorities.

- Continue the focus on research and evaluation, with at least one session at each forum on either one or both topics.
- Work with participating organizations to create a commitment to AEP's mission among their state and local officials and constituents.
- Provide a speaker or topic for the annual Arts Project Directors meeting.
- Maintain regular communications with participants of the Arts Education Partnership and disseminate information through the ArtsEd Digest listserv to include but not limited to announcements of upcoming grant competitions and abstracts and/or other relevant information on ED Arts-in-Education grants and initiatives on the AEP's website, listserv, and other means of communication to AEP's members.
- Serve as a catalyst by continuing to encourage partnerships among state and local participants to further promote and support scale-up capacity and sustainability.
- Assure additional resources are secured to implement the priorities outlined in the Arts Education Action Plan and annual work plan.
- Analyze promising practices of ED and NEA arts education grantees that are successfully increasing equitable access to arts education and disseminate resulting case studies to key audiences.
- Proactively solicit successful NEA research and ED arts education grantees to provide counsel on research and evaluation, ensuring the development of evidence-based research.
- Incorporate findings from ED arts education grants and NEA research grants into the ArtsEdSearch.
- Develop Communities of Practice to support ED and NEA arts education grantees, through webinars, meetings, or other means.

TRANSFER OF FUNDS

Upon execution of this agreement, the Endowment shall initiate the transfer of \$332,500 from ED through the Intra-Government Payment and Collection (IPAC) system. ED will provide \$332,500 to the Endowment and include the ability for either entity to adjust the dollar amount.

TERM OF AGREEMENT

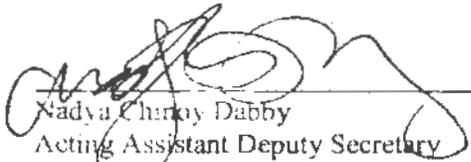
This interagency agreement shall become effective on the date of the last signature herein.

This agreement may be modified or amended only upon written request of either party and with the concurrence of the other party.

EFFECTIVE DATE AND DURATION

The effective dates of this Interagency Agreement will be September 1, 2013 through August 31, 2014.

SIGNATORIES



Nadya Cheroy Dabby
Acting Assistant Deputy Secretary
For Innovation and Improvement

August 8, 2013
Date



Joan Shigekawa
Senior Deputy Chairman
National Endowment for the Arts

8/26/13
Date

MEMORANDUM OF UNDERSTANDING
between
THE JAPAN-UNITED STATES FRIENDSHIP COMMISSION
and
THE NATIONAL ENDOWMENT FOR THE ARTS

I. PARTIES AND PURPOSE

The purpose of this Memorandum of Understanding is to coordinate an effort between the Japan-United States Friendship Commission (JUSFC) and the National Endowment for the Arts (NEA) to support artist residencies through the U.S./Japan Creative Artists' Program. The purpose of the residencies is to enable U.S. artists to explore elements in Japanese culture that are relevant to the art they create and to contribute to cultural understanding and dialogue between the U.S. and Japan.

The residencies are open to professional creative artists who are already established in their fields and show clear potential to become prominent members of their professions. The program is not open to persons who are primarily historians, scholars, or critics of the arts.

II. LEGAL AUTHORITY

JUSFC: 20 U.S.C. §2905(8)

NEA: The National Foundation on the Arts and the Humanities Act of 1965, as amended (20 U.S.C. § 954(o)).

III. STATEMENT OF WORK

JUSFC shall:

- Solicit and receive applications from American artists in the following fields:
 - Architecture including city planning, garden/landscape design, or any of the other design disciplines supported by NEA;
 - Dance for choreographers;
 - Visual arts for artists wishing to pursue calligraphy, painting, print making, crafts, photography, sculpture, or other genres;
 - Theater for playwrights, solo performers who create original work, professional company artistic directors, and stage designers;
 - Folk arts for artists wishing to pursue the art of paper making, textile design, pottery, or other traditional arts;
 - Literary arts; and
 - Creators in other fields of artistic activity considered by the selection committee to be in the spirit of the program.

- Transfer the applications and all application support materials to the NEA to organize for the selection committee meeting;
- Convene a selection committee for the program that includes former participants in the program as well as one representative each from NEA and JUSFC;
- Award funds to cover travel, housing, living and professional expenses for up to five residencies for three months in Japan to American artists in the fields listed above; and
- Monitor residencies.

NEA shall:

- Disseminate information about the funding opportunity and promote the program.
- Assist with the administration of the review process including:
 - Receiving the applications and all support materials from the JUSFC subsequent to the yearly deadline;
 - Creating a database of the applications;
 - Reviewing applications for completeness;
 - Identifying panelists to comply with JUSFC requirements;
 - Organizing and distributing application materials to the selection committee; and
 - Assisting JUSFC with planning and management of the selection committee meeting.

IV. EFFECT OF AGREEMENT

This Memorandum of Understanding is an internal Government agreement and does not confer any legal right upon any private person or private entity.

This Memorandum of Understanding does not restrict JUSFC or NEA from participating in similar activities or arrangements with other entities.

V. AGENCY CONTACTS

The JUSFC contact for this Memorandum of Understanding is the Associate Executive Director. The NEA contact is the Director, International Activities.

VI. TERM OF AGREEMENT

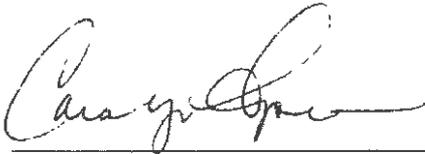
This Memorandum of Understanding shall become effective on the date of the last signature herein and shall remain in effect until terminated by either party at any time upon thirty (30) days' advance written notice to the other.

This MOU may be amended by written agreement between JUSFC and NEA..

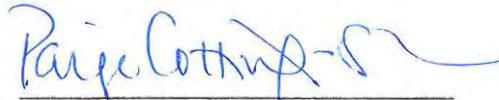
VIII. AUTHORIZING SIGNATURES

National Endowment for the Arts

Japan-United States Friendship Commission



By: Joan Shigekawa
Acting Chairman



By: Paige Cottingham-Streater
Executive Director

2/4/13
Date

2/6/13
Date



U.S. Department of Justice

Federal Bureau of Prisons

Washington, D.C. 20534

October 31, 2012

Joan Shigekawa
Senior Deputy Chairman
National Endowment for the Arts
1100 Pennsylvania Avenue, NW
Washington, DC 20506

Dear Ms. Shigekawa:

Enclosed is fully executed Interagency Agreement 513-13 between the National Endowment for the Arts and the Federal Bureau of Prisons. This Agreement provides funding for the Artist-in-Residence program during Fiscal Year 2013.

If you have any questions, please contact me or have your staff contact Thomas G. Dufort, Chief, Property and Construction Branch, at (202) 307-0954.

Sincerely,

A handwritten signature in black ink, reading "Bradley T. Cross".

Bradley T. Cross
Acting Procurement Executive

Enclosure

INTERAGENCY AGREEMENT (IAG) 513-13

between the

NATIONAL ENDOWMENT FOR THE ARTS

and the

FEDERAL BUREAU OF PRISONS

The Department of Justice, Federal Bureau of Prisons, Washington, D.C. (hereinafter referred to as "BOP") enters into this Interagency Agreement (hereinafter referred to as the "Agreement") with the National Endowment for the Arts (hereinafter referred to as the "Endowment" or "NEA") to provide an Artist-in-Residence program in the Federal Prison System.

1. AUTHORITY:

- A. Department of Justice, Federal Bureau of Prisons; Section 601 of the Economy Act of 1932 (31 U.S.C. § 1535).
- B. NEA: National Foundation on the Arts and Humanities Act of 1965, as amended, 20 U.S.C. Section 954(o).

2. THE ENDOWMENT SHALL:

- A. Work with local arts agencies to recommend artists for selection by the federal correctional institutions and monitor the programs in conjunction with the Central Office liaison.
- B. Obligate and subsequently reimburse up to a total of **\$30,000** to the BOP for the purposes of this Agreement. Payment will be made from the Endowment ALC Code: 59-00-0002 to the BOP Trust Fund ALC Code: 15-10-0459. Funding will be utilized by the BOP Trust Fund Branch to pay \$96,000 (\$66,000 from the BOP and \$30,000 from the Endowment) toward the cost of the artist (total of six sites) through a BOP contract with the artist.
- C. Make every effort to complete the necessary advance work to ensure that the local contract can be awarded at the onset of each Fiscal Year.

3. THE BOP TRUST FUND BRANCH SHALL:

- A. Submit bills to the NEA Finance Office and initiate IPAC reimbursement(s) at least quarterly by the 22nd of the month when expenses are incurred.
- B. Select, per the advisement of the Education Branch, the federal correctional institutions at which the artists will be located. Provide the name of the institutions earmarked for the programs no later than December 1, for the ensuing Fiscal Year.
- C. Provide consultation, space, equipment, materials, guidance and support services at the selected institution.
- D. Provide funding in the amount of **\$96,000 (\$66,000 from the BOP and \$30,000 from the Endowment)** through the Budget Execution branch to the participating BOP Regional office (for allocation to the participating institution). Funds will be used toward the cost of the artists' contract for six sites (totaling up to **\$96,000**).
- E. Assure the award amount of the contracts established between the selected federal corrections institutions and the artists is awarded each Fiscal Year for a combined total of not more than \$96,000. The artist is required to spend a minimum of 7.5 hours per week conducting the program (i.e., teaching and working with inmates). In addition, 2.5 hours will be made available to the artist to work in a studio-type space to prepare for class (for example, 10 total hours per week for a period of 48 weeks per year).

If the institution cannot provide proper studio-type space for class preparation, the artist will be permitted to telework for the 2.5 hours off site. The artist will invoice the correctional institution on a monthly basis for the services performed. The institution will issue payment (Electronic Funds Transfer) to the artist.
- F. The BOP will make every effort to complete the necessary advance work to ensure that the local contract is awarded at the onset of each Fiscal Year. For specific guidance pertaining to the advanced work requirements, please refer to the BOP Education Branch.
- G. Artists will be subject to the BOP's regular security procedures for contractors, such as background checks and attendance of any required institution contractor/ vendor training.
- H. Report quarterly expenses to the NEA Finance contact to reconcile funds not later than June 22, 2013.

- I. Submit to the NEA Project Director no more than 90 days following the end of the period of agreement a report on the Artist-in-Residence program, including locations of correctional institutions participating, number of artists employed, type of art form and classes offered, and number of participants at each location.

4. REIMBURSEMENT OF FUNDS:

The statement of federal financial accounting standards (SFFAS) 30 requires that un-reimbursed or under-reimbursed costs of the performing agency be communicated to the recipient of services. Each entity's full cost should incorporate the full cost of goods and services that it receives from other entities. The entity providing the goods or services has the responsibility to provide the receiving entity with information on the full cost of such goods or services either through billing or other advice. Recognition of inter-entity costs that are not fully reimbursed is limited to material items that (1) are significant to the receiving entity, (2) form an integral or necessary part of the receiving entity's output and (3) can be identified or matched to the receiving entity with reasonable precision. Broad and general support services provided by an entity to all or most other entities should not be recognized unless such services form a vital and integral part of the operation or output of the receiving entity. This Interagency Agreement reflects full cost recovery.

Reimbursement without Advance: The NEA agrees to obligate and subsequently reimburse up to \$30,000 to the Federal Bureau of Prisons for the purposes of this Agreement.

5. TRANSFER OF FUNDS:

For each Fiscal Year in which this agreement is in effect, and a transfer of funds is planned, a transfer of funds document must be initiated at the onset of each Fiscal Year and be finalized before the collections can be made (a finalized transfer of funds document is a new IAG).

The BOP will initiate one or more reimbursement transfers of funds for up to \$30,000 no later than June of each Fiscal Year from the NEA through the Intra-governmental Payment and Collection System (IPAC) billing. The NEA Finance Office requires a status of funds report from the BOP to be able to timely apply expenditures against this transfer. The IPAC billing document that the BOP prepares shall contain the following information:

BOP	NEA
ALC: 15-10-0459	ALC: 59-00-0002
Appropriation: 15X8408 Fund Type: X Year	Appropriation: 59X0100 Fund Type: X Year
Coding: 22J	Coding: 00350D0000.2013.00F0320000.0070390 000.25110
SGL Accts @ Signing: 4221/4210 [TC A-304] Document Ref#- N/A	SGL Accts @ Signing: 4610/4801 [TC B-204] Document Ref# - G13-28
SGL Accts @ Billing: 1310/5200 [TC A-714]	SGL Accts @ Billing: 6100/2110 [TC B-302]
SGL Accts @ Collection: 1010/1310 [TC C-186]	SGL Accts @ Collection: 2110/1010 [TC B-110]
DUNS: 87-8435213	DUNS: 92-8276468
TIN: 01-5100459	TIN: 52-1098587
TAS: 15X8408	TAS: 59X0100

6. TECHNICAL POINTS OF CONTACT:

NEA

Beth Bienvenu, Director
Office of Accessibility
Phone: (202) 682-5567
Fax: (202) 682-5715

BOP

Susan Chabot,
Education Administrator
Phone: (202) 305-3800
Fax: (202) 305-7363

7. PERIOD OF AGREEMENT:

This agreement becomes effective from October 1, 2012 through September 30, 2013.

8. MODIFICATION:

This agreement may be modified by either party in writing with the written

concurrence of the other party.

This agreement shall be modified in writing annually to reflect current Fiscal Year accounting information prior to the collection of funds and any relevant statutory or programmatic changes by concurrence of both parties.

9. TERMINATION:

This agreement may be terminated by either party upon 90 calendar days prior written notice to the other party.

All provisions of this agreement requiring performance after termination of this agreement shall remain in effect following termination. If any provision of this agreement becomes invalid or unenforceable, all remaining provisions shall remain in effect to the extent permitted by Federal law and regulation.

10. ANTIDEFICIENCY ACT:

Nothing contained herein shall be construed to obligate the parties to any expenditure or obligation of funds in excess or in advance of appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

ACCEPTED BY:

National Endowment for the Arts

Federal Bureau of Prisons



Joan Shigekawa
Senior Deputy Chairman



Bradley T. Gross
Acting Procurement Executive

10/24/12
Date

10/31/12
Date

INTERAGENCY AGREEMENT
between the
LIBRARY OF CONGRESS
and the
NATIONAL ENDOWMENT FOR THE ARTS

2013 National Book Festival

ARTICLE I. PURPOSE

The Library of Congress (LOC) and the National Endowment for the Arts (NEA) hereby enter into this Interagency Agreement to create a National Endowment for the Arts Poetry & Prose Pavilion featuring up to 12 authors and up to four state champions from the Poetry Out Loud: National Recitation Contest at the 2013 National Book Festival, to be held on September 21-22, 2013 in Washington, DC, under the terms and conditions set forth below.

ARTICLE II. AUTHORITY

The Library of Congress is authorized to enter into this agreement pursuant to its authority to accept gifts (and grants) under 2 U.S.C. 160, and the authority of the Librarian of Congress to make rules and regulations for the governance of the Library under 2 U.S.C. 136.

The National Endowment for the Arts is authorized to enter into this agreement pursuant to Section 5(o) of the National Foundation on the Arts and the Humanities Act of 1965 as amended [20 U.S.C. 951, 954(o)].

ARTICLE III. STATEMENT OF WORK

The **Library of Congress** shall:

- Organize, produce, sponsor, and promote the National Book Festival, providing logistical support for the festival's pavilions.
- Select jointly with the NEA up to 13 authors and up to four state champions from the Poetry Out Loud: National Recitation Contest to read in the Poetry & Prose Pavilion at the National Book Festival.
- Jointly with the National Endowment for the Arts host and emcee the performances in the Poetry & Prose Pavilion.

The **National Endowment for the Arts** shall:

- Transfer \$50,000 directly to the Library of Congress to sponsor the Festival's Poetry & Prose Pavilion.
- Select jointly with the LOC up to 13 authors and up to four state champions from the Poetry Out Loud: National Recitation Contest to read in the Poetry & Prose Pavilion at the National Book Festival.
- Jointly with the Library of Congress host and emcee the performances in the Poetry & Prose Pavilion.

ARTICLE IV. TERM OF AGREEMENT

This interagency agreement shall become effective on the date of the last signature herein.

This agreement may only be modified or amended in writing upon written request of either party and with the concurrence of the other party.

This interagency agreement shall remain in effect until December 31, 2013. This interagency agreement may be terminated at any time earlier upon 30 calendar days advance written notice by one Party to the other.

ARTICLE V. KEY OFFICIALS / PROJECT OFFICERS

Amy Stolls
Acting Director, Literature Program
National Endowment for the Arts
1100 Pennsylvania Avenue, NW, Room 703
Washington, DC 20506

Roberta Shaffer
Associate Librarian for Library Services
Library of Congress
101 Independence Ave., SE
Washington, DC 20540-1000

ARTICLE VI. ACKNOWLEDGEMENT

Support of this project by the NEA shall be appropriately acknowledged in any materials produced with funds from the Initiative. Materials shall include banners and/or other signage from both partners to be prominently displayed in the Poetry & Prose Pavilion.

ARTICLE VII. ADVANCE OF FUNDS

SFFAS 30 requires that unreimbursed or under-reimbursed costs of the performing agency be communicated to the recipient of services.

Each entity's full cost should incorporate the full cost of goods and services that it receives from other entities. The entity providing the goods or services has the responsibility to provide the receiving entity with information on the full cost of such goods or services either through billing or other advice. Recognition of inter-entity costs that are not fully reimbursed is limited to material items that (1) are significant to the receiving entity, (2) form an integral or necessary part of the receiving entity's output, and (3) can be identified or matched to the receiving entity with reasonable precision. Broad and general support services provided by an entity to all or most other entities should not be recognized unless such services form a vital and integral part of the operations or output of the receiving entity.

The **service provider** (Library of Congress) will indicate if this interagency agreement **reflects full cost recovery**.



Yes, full recovery

The **service provider** will indicate if this interagency agreement **does not reflect full cost recovery**.

No, not full cost recovery

The service provider will provide the recipient of services (NEA) with the amount of unreimbursed or under-reimbursed costs on a quarterly basis by the 22nd of the end of the quarter; December 22nd, March 22nd, June 22nd, and September 22nd.

The **recipient of services** will check this box to indicate whether any amounts not fully reimbursed will meet the above recognition criteria. If yes, both agencies will report their unreimbursed/imputed costs.

Yes

No

Advance

The NEA agrees to advance \$50,000 to the Library of Congress for the purposes of this agreement in accordance with Article III. The Library of Congress will draw down the advance using the Intra-governmental Payment and Collection (IPAC) system. The Library of Congress Project Office agrees to report expenses not less than quarterly [by the 22nd of the end of the quarter; December 22nd, March 22nd, June 22nd, and September 22nd] to the NEA Finance contact for this Interagency Agreement.

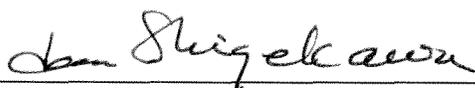
Service Provider	Recipient Of Services
LIBRARY OF CONGRESS	NATIONAL ENDOWMENT FOR THE ARTS
ALC: 03-00-0001	ALC: 59-00-0002
APPROPRIATION: 03X0101 FUND TYPE – X YEAR	APPROPRIATION: 59X0100 FUND TYPE – [X YEAR]
CODING: 13-02X802-RSRC 1313	CODING: 00350D0000.2013.00F0260000.0070520000.25110
SGL Accts @ Signing: : 4210/4 [TC A702] Document Ref # -	SGL Accts @ Signing 4610/4801 [TC B-204] Document Ref # G13-00012
SGL Accts @ Collection: 4222/4221 1010/1310 [TC C-182]	SGL Accts @ Collection: 4801/4802 1410/1010 [TC B-308]
SGL Accts @ Billing: 2310/5900 [TC A-710C109] 4277/4222	SGL Accts @ Billing: 6100/1410 [TC B-604]
DUNS: 788790434 TIN: 53-6002532	DUNS: 92-8276468 TIN: 52-1098587

ARTICLE VIII. RESOLUTION OF DISPUTES

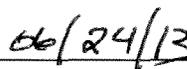
The LOC and NEA will make their best efforts to amicably resolve disputes that may arise under this Agreement through discussions. If resolution cannot be reached, NEA and the LOC will solicit the views and mediation of the Agency Contacts in Article V. If those views or mediation cannot be obtained, or fail to resolve the matter, the issue will be elevated through respective management channels for resolution.

ARTICLE IX. AUTHORIZING SIGNATURES

**NATIONAL ENDOWMENT FOR THE ARTS
APPROVAL**



Joan Shigekawa
Acting Chairman
National Endowment for the Arts



Date

**LIBRARY OF CONGRESS
APPROVAL**

Alejandro Rodriguez
Non-Appropriated Team Leader
Library of Congress

Date

NATIONAL SCIENCE FOUNDATION
4201 WILSON BOULEVARD, ARLINGTON, VIRGINIA 22230

Date: July 19, 2013

Ms. Joan Shigekawa
Acting Chairman, NEA
National Endowment for the Arts

1100 Pennsylvania Avenue NW
Room 616
Washington, DC 20506-0001

Re: NSF OA No. 13183
Your Agreement No. G13-00008
DFM Control No. MX26

Dear Ms. Shigekawa:

The National Science Foundation (NSF) accepts and returns herewith 1 copy(ies) of the above-referenced interagency funding agreement in the amount of \$16,010. This agreement provides \$15,000 to NSF's awardee National Academy of Sciences under NSF award No. 1024012 and includes \$1,010 to cover NSF's administrative cost (based on NSF's established rate) related to undertaking this activity.

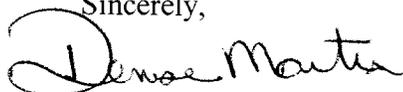
Acceptance is made with the understanding that funds will be made available pursuant to the terms and conditions of the NSF award and in accordance with the appropriation cited on the agreement.

In accordance with Treasury Financial Manual (TFM) Bulletin No. 2007-03, NSF will bill and collect the amount of this agreement on a reimbursable basis through the IPAC system citing the agreement number referenced on the enclosed agreement. In addition, all intra-governmental reconciliations and confirmations are required to be performed quarterly and differences resolved in a timely manner.

This agreement is entered into pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 U.S.C. 1861-75).

Should you have any questions regarding this matter, please contact Shirley R Kerchner, at (703) 292-4819.

Sincerely,



Denise Martin
Grants and Agreements Officer

Enclosure(s)

INTERAGENCY AGREEMENT
between the
NATIONAL ENDOWMENT FOR THE ARTS
and the
NATIONAL SCIENCE FOUNDATION

FY 2013 CORE SPONSORSHIP OF THE
COMMITTEE ON NATIONAL STATISTICS

I. PARTIES AND PURPOSE

~~The purpose of this Agreement between the National Endowment for the Arts (NEA) and the National Science Foundation (NSF) is for core sponsorship of the Committee on National Statistics (CNSTAT) at the National Academies.~~

II. LEGAL AUTHORITY

NSF: National Science Foundation Act of 1950, as amended (42 USC 1861-76).

NEA: National Foundation on the Arts and Humanities Act of 1965, as amended, 20 U.S.C. Section 954 (o).

III. BACKGROUND INFORMATION

Established at the National Academies in 1972, the Committee on National Statistics (CNSTAT) convenes expert panels to conduct studies on the data and methods needed to improve our understanding of the U.S. population, the economy, the environment, public health, crime, education, immigration, poverty, welfare, terrorism, and other public policy topics.

Support for the Committee's activities, which include oversight of its panel studies and the conduct of some special studies, together with semi-annual public symposia on topics of interest to the federal statistical and research communities, is provided by a consortium of federal agencies. Sponsor agencies that contribute to CNSTAT core funding include the National Science Foundation, the National Institute on Aging, the National Institute of Child Health and Human Development, the Bureau of Economic Analysis, and other agencies that transfer funding to NSF's core grant to the Committee, including the U.S. Census Bureau, Social Security Administration, and agencies of the Departments of Agriculture, Defense, Education, Energy, Health and Human Services, Homeland Security, Housing and Urban Development, Justice, Transportation, and Treasury.

IV. RECOVERY RATE

This agreement in the total amount of \$16,010 includes \$1,010 to cover NSF's administrative costs, based on NSF's established rate of 6.31%, related to undertaking this activity.

DFW Contract No. MX 26
NSF OA No. 13183

V. SCOPE OF WORK

The NEA shall:

- Transfer \$16,010 to the NSF.
- Participate in a rotating series of CNSTAT business meetings to discuss the NEA's research agenda and interests with CNSTAT members and staff;
- Participate in network opportunities with other core sponsor agency officials at seminars and workshops; and
- Explore the possibility of joint sponsorship of a CNSTAT workshop or panel discussion about arts-specific research topics.

This agreement is entered into pursuant to the authority of the National Science Foundation Act of 1950, as amended, 42 U.S.C. (2551 Stat.)

The NSF shall:

- Transfer \$15,000 payment to CNSTAT
- Retain a 6.31% processing fee of \$1,010. Provide a proof-of-payment report to the NEA Point of Contact after payment has been transferred.

VI. ACKNOWLEDGEMENT AND VISIBILITY

Support from the NEA shall be appropriately acknowledged in all materials produced under this interagency agreement.

VII. EFFECT OF AGREEMENT

This Interagency Agreement is an internal Government agreement, and does not confer any legal right upon any private person or private entity.

This Interagency Agreement does not restrict NSF or the NEA from participating in similar activities or arrangements with other entities.

VIII. AGENCY CONTACTS

The NEA point of contact for this interagency agreement is Ellen Grantham, Program Analyst, Office of Research and Analysis. The NSF point of contact for this interagency agreement is Cheryl L. Eavey, Directorate for Social, Behavioral, and Economic Sciences Program on Methodology, Measurement and Statistics.

IX. TERM OF AGREEMENT

This Interagency Agreement may only be modified or amended in writing upon written request of any party and with the concurrence of the other parties hereto. This Interagency Agreement will become effective on the date of the last signature herein and will remain in effect until September 1, 2014.

X. SFFAS REPORTING REQUIREMENTS

The *Statement of Federal Financial Accounting Standards (SFFAS) 30* requires that unreimbursed or under-reimbursed costs of the performing agency be communicated to the recipient of services. Each entity's full cost should incorporate the full cost of goods and services that it receives from other entities. The entity providing the goods or services has the responsibility to provide the receiving entity with information on the full cost of such goods or services either through billing or other advice. Recognition of inter-entity costs that are not fully reimbursed is limited to material items that (1) are significant to the receiving entity, (2) form an integral or necessary part of the receiving entity's output, and (3) can be identified or matched to the receiving entity with reasonable precision. Broad and general support services provided by an entity all or most other entities should not be recognized unless such services form a vital and integral part of the operations or output of the receiving entity.

The **service provider** will indicate if this interagency agreement **reflects full cost recovery**.

Yes, full recovery

The **service provider** will indicate if this interagency agreement **does not reflect full cost recovery**.

No, not full cost recovery

The service provider will provide the recipient of services with the amount of unreimbursed or under-reimbursed costs on a quarterly basis by the 22nd of the end of the quarter.

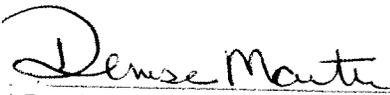
The **recipient of services** will notify the service provider whether any amounts not fully reimbursed will meet the above recognition criteria. If yes, both agencies will report their unreimbursed/imputed costs.

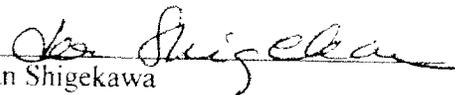
XI. TRANSFER OF FUNDS – REIMBURSEMENT WITHOUT ADVANCE

The NEA agrees to obligate \$16,010 to the NSF for the purposes of carrying out Section IV of this Interagency Agreement. The NSF will initiate the transfer using the Intra-governmental Payment and Collection (IPAC) system. The NSF will submit a report of expenditure to the NEA Finance Office point of contact immediately after expenditure of the funds.

NATIONAL SCIENCE FOUNDATION	NATIONAL ENDOWMENT FOR THE ARTS
ALC: 49-00-0001	ALC: 59-00-0002
APPROPRIATION: FY 2013 TAS for ACR funds: 4910180 Agency Operations & Award Management	APPROPRIATION: 59X0100
FY 2013 TAS for Program Support: 491/20100 Research & Related Activities OR 4912/130106 education & Human Resources OR 49X0100 for non-expiring R&RA OR Other NSF appropriation, if applicable	FUND TYPE - [X YEAR]
FUND TYPE - 1-Year for ACR funds 2-Year for Program Support funds	AGENCY ADDRESS: National Endowment for the Arts 1100 Pennsylvania Avenue, NW, Room 616 Washington, DC 20506
CODING:	CODING: 00350D0000.2013.00G0260000.0070380000.25110 (\$16,010)
SGL Accts @ Signing: 4221/4210 [TC A-304] Document Ref # -	SGL Accts @ Signing: 4610/4801 [TC B-204] Document Ref # G13-00008 -
SGL Accts @ Billing: 1310/5200 [TC A-714]	SGL Accts @ Billing: 6100/2110 [TC B-302]
SGL Accts @ Collection: 1010/1310 [TC A-714]	SGL Accts @ Collection: 2110/1010 [TC B-110]
DUNS: 074811803 TIN: 53-0206152	DUNS: 92-8276468 TIN: 52-1098587

XII. SIGNATORIES


Denise Martin/Grants Officer
BFA/DGA /NSF
National Science Foundation


Joan Shigekawa
Acting Chairman
National Endowment for the Arts

7/19/13
Date

5/4/13
Date

-FINANCIAL DATA for INTERAGENCY AGREEMENTS (Transfers TO NSF)

The Intragovernmental Business Rules issued November 30, 2010, under Treasury Financial Manual (TFM) Bulletin 2011-05 Volume I (<http://www.fms.treas.gov/factsi/vol1/vol1appen10.doc>) recommends use of the new **standard Interagency Agreement (IAA) forms** (Treasury Form 7600A/B) for all intragovernmental transactions that exchange goods and services. (Forms are found online at: <http://www.fms.treas.gov/finstandard/forms.html>) Page two of this NSF form, once completed by the NSF Program Official, provides the minimum data required from NSF as the Servicing Agency (seller) to complete the **standard IAA forms**.

If the Requesting Agency (buyer) does NOT use the new government-wide standard IAA form, then this NSF form (page one) **must be filled out and signed by the Requesting Agency** and provided to NSF (as Servicing Agency) as an attachment to any agency-specific funds transfer documents.

Requesting Agency ("buyer") Name/Office		NATIONAL ENDOWMENT FOR THE ARTS Office of Research and Analysis	
Agency Location Code (ALC)		59-00-0002	
Treasury Agency and Trading Partner Code		59 & 9500	
Business Event Type Code (BETC)		DISB (as requesting agency)	
Business Partner Network # (BPN or DUNS #)		92-8276468	
Treasury Account Symbol (TAS)		59X0100	
Fiscal Year Funds Appropriated		2013	
Type of Funds (e.g., one-year, two-year, no-year)		No-year	
Fund Expiration Date:		Fund Cancellation Date:	
Statutory Authority & Citation for entering into IAA		National Foundation on the Arts and Humanities Act of 1965, as amended, 20 U.S.C. Section 954 (o)	
Contact Information:	Name & Title	Email & Telephone Number	
Agency/Program Official	Ellen Grantham Office of Research and Analysis	granthame@arts.gov 202-682-5793	
Grants/Contracts Officer (funds approving official)	John Sotelo, Budget Officer	soteloj@arts.gov 202-682-5478	
Finance Office (payment office)	Brenda Owens Systems Accountant	owensb@arts.gov	
202-682-5767			
Requesting Agency Official Completing Form	Name: Sandy Stueckler	Finance Director	
	Date: 5-2-2013	(Signature) <i>Sandy Stueckler</i>	

FINANCIAL DATA for INTERAGENCY AGREEMENTS (Transfers TO NSF)

Servicing Agency ("seller") Name	<i>National Science Foundation</i>	
Agency Location Code (ALC)	49-00-0001	
Treasury Agency and Trading Partner Code	49	
Business Event Type Code (BETC)	COLL (as servicing agency)	
Business Partner Network # (BPN or DUNS #)	074811803	
Treasury Account Symbol (TAS) <i>(NSF's Treasury Account Symbol varies depending on the program being supported – NSF Program Office must designate appropriate account to use)</i>	FY 2013 TAS for ACR funds 4930180 Agency Operations & Award Management FY 2013 TAS for Program Support 4913/140100 Research & Related Activities	
FY13 Administrative Recovery Rate	6.31% deducted from total funds transferred *	
Statutory Authority	<i>National Science Foundation Act of 1950, as amended (42 USC 1861-76)</i>	
Billing Information	<i>Reimbursement Basis; Seller Initiated IPAC; Billing on a monthly basis</i>	
NSF Requirements	NSF will obligate Requesting Agency's funds within period of availability. NSF will bill and collect for ACR upon obligation of any portion of the funds and only bill for reimbursement for program support portion after expenditures are submitted by the grantee or contractor. The period of performance of the IAA must cover the entire anticipated period of the grant, cooperative agreement (CA), and/or contract, as appropriate, and any grant, CA, and/or contract will be awarded in accordance with NSF's terms and conditions.	
Performance Period	9-1-2014	
NSF Address	4201 Wilson Boulevard, Arlington, VA 22230	
NSF Agency Official	<i>Jeryl Mumpower, DD/SES</i>	<i>jmumpowe@nsf.gov; 703-292-7279</i>
NSF Program Officer	<i>Cheryl L Eavey, MMS</i>	<i>ceavey@nsf.gov; 703-292-7269</i>
NSF Grants/Contracts Officer Contact Info <i>(authorized official to accept funds for NSF)</i>	<i>Martha Dodson</i>	<i>mdodson@nsf.gov; 703-292-4834</i>
Finance Office (billing)	<i>Alisha Williams dfm-ipac@nsf.gov (703) 292-4539</i>	<i>NSF Division of Financial Management Accounting Operations Branch 4201 Wilson Blvd, Room II-605 Arlington, VA 22230</i>

* to calculate correct ACR amount as a percentage of the program support funds, divide the program support funds by 0.9369, which equals the total amount to be transferred (the difference between this calculated total and the program support funds is the exact ACR amount – MUST be rounded to nearest whole dollar)

Eavey, Cheryl L.

From: Tony Tighe <tighet@arts.gov>
Sent: Wednesday, June 19, 2013 9:20 AM
To: Eavey, Cheryl L.; Ellen Grantham
Cc: Ellen Grantham; Sandy Stueckler
Subject: RE: FY 2013 NEA - NSF IA for CNSTAT

Cheryl –

The NEA number for this agreement is **G13-00008**.

Tony Tighe

Coordinator, Federal Partnerships

National Endowment for the Arts

1100 Pennsylvania Avenue, NW, Room 516

Washington, DC 20506

p: 202.682.5616

e: tighet@arts.gov



National Endowment for the Arts

From: Eavey, Cheryl L. [<mailto:ceavey@nsf.gov>]
Sent: Wednesday, June 19, 2013 7:48 AM
To: Ellen Grantham
Cc: Tony Tighe
Subject: RE: FY 2013 NEA - NSF IA for CNSTAT

Thanks for the agreement. I need an agreement number. With that information, I should be able to begin the processing of your agreement.

Cheryl

Cheryl L. Eavey, Program Director
Methodology, Measurement, and Statistics
National Science Foundation

4201 Wilson Blvd., Room 995.25

Arlington, VA 22230

703.292.7269 (voice) 703.292.9068 (FAX)

ceavey@nsf.gov

MMS home page: http://www.nsf.gov/funding/pgm_summ.jsp?pims_id=5421&org=SES&from=home

Beginning March 18, 2013, FastLane will begin automated compliance checking of all required proposal sections. Guidance on the required sections is available in [Grant Proposal Guide \(GPG\), Chapter II.C.2](#). FastLane will not accept your proposal if one of the required sections is missing.

From: Ellen Grantham [<mailto:granthame@arts.gov>]
Sent: Wednesday, May 08, 2013 10:42 AM
To: Eavey, Cheryl L.
Cc: Tony Tighe
Subject: FW: FY 2013 NEA - NSF IA for CNSTAT
Importance: High

Hi Cheryl,

~~Attached please find a PDF of the Interagency with the NSF for National Endowment for the Arts' funding of CNSTAT signed by the NEA but not yet signed by NSF, per your instructions.~~

I believe we need Martha Dotson's signature, and then NSF will return a PDF of the completed document to us?

If you must have a hard copy with original signatures, just let me know and I'll arrange to get that to you, ~~but I believe we managed the transaction with a PDF last year.~~

Thanks so much,
Ellen

Ellen Grantham
Program Analyst

National Endowment for the Arts
1100 Pennsylvania Ave Suite 616
Washington, DC 20506
T 202-682-5793 I F 202-682-5677
granthame@nea.gov



Kerchner, Shirley R.

From: Tony Tighe <tighet@arts.gov>
Sent: Tuesday, July 02, 2013 4:34 PM
To: Kerchner, Shirley R.
Cc: Ellen Grantham
Subject: NEA IA with agreement number and address
Attachments: FY 2013 NEA NSF IA for CNSTAT signed by NEA.pdf

Shirley –

As we discussed, attached is a PDF of the IA with our agreement number added in the upper right hand corner of the first page and our address added on page 4 of the interagency agreement text.

I hope this meets your requirements. If not, please let me know what else you need.

Tony Tighe

Coordinator, Federal Partnerships

National Endowment for the Arts

1100 Pennsylvania Avenue, NW, Room 516

Washington, DC 20506

p: 202.682.5616

e: tighet@arts.gov



National Endowment for the Arts

ART WORKS.

Memorandum of Understanding
Between the National Endowment for the Arts (NEA) and the Foreign Service Institute
(FSI) on
Supporting the Professional Development of Foreign Service Officers

I. Purpose

The purpose of this non-binding Memorandum of Understanding (MOU) between the National Endowment for the Arts (NEA) and the Foreign Service Institute (FSI) (collectively referred to as “the Participants”) is to document the arrangement between NEA and FSI to establish an extra-curricular program designed to familiarize certain students at FSI, particularly incoming Foreign Service Generalists and Specialists, with American art and culture, in order to enhance the students’ ability to appropriately represent and promote American culture on overseas assignments.

The Participants understand that only members of the Specialist and Generalist Orientation classes and, space permitting, their spouses/partners are eligible to participate in this program as described below. Participants also understand that participation by eligible FSI students is optional.

II. Roles of the Participants

A. The NEA, subject to the availability of funds, is expected to:

1. Coordinate with U.S. Government-linked institutions, such as the John F. Kennedy Center for the Performing Arts, the National Gallery of Art, and the Smithsonian Institution, to arrange three to six events focusing on American art and culture per calendar year, including cultural performances, art exhibitions, lectures, and receptions, that are intended to provide new Foreign Service generalists and specialists with educational opportunities. Planned events will be cost-free to the public, and transportation will be self-arranged by FSI participants.
2. Coordinate with FSI in scheduling these events so that the events do not conflict with FSI scheduled classes or other events.
3. Serve as liaison with the US Government-linked institutions described above in arranging the events.

B. FSI, subject to the availability of funds, is expected to:

1. Coordinate with NEA on selecting dates for NEA-hosted events, promote maximum attendance, and convey event information from NEA to the eligible students.
2. Encourage eligible FSI students (and spouses/partners when space is available) to attend NEA-arranged events.

III. Effective Date and Period of Agreement or Termination

This MOU is effective upon the latest date signed until termination is agreed upon by the parties. The Participants agree to review this MOU annually. Either party may terminate this agreement unilaterally with 60 days' advance written notice.

IV. Funding

- A. The Participants to this MOU are expected to cover their own costs, if any, incurred as a result of this MOU.
- B. Nothing in this Agreement constitutes an obligation, commitment of funds, or is otherwise intended to obligate the Participants to expend, exchange, or reimburse funds, services or supplies, or transfer or receive anything of value.

V. Changes to the MOU

This MOU may be modified in writing upon the mutual written consent of the Participants. Such consent must be obtained at least 60 days in advance of the modification taking place. The approval authorities for any modifications to the MOU are:

Executive Director, Foreign Service Institute
U.S. Department of State
Washington, D.C. 20522-4201

Acting Chairman
National Endowment for the Arts
1100 Pennsylvania Avenue, NW
Washington, DC 20506-0001

VI. Staff Coordination: Points of Contact

Points of Contact for this MOU are:

FSI: Mirembe Nantongo
Associate Dean
School of Professional and Area Studies

NEA: Pennie Ojeda
Director
International Affairs

VII. Terms

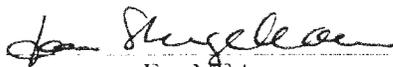
Nothing in this MOU is intended to conflict with current law or regulation. If any term of this MOU is inconsistent with such authority, then that term is invalid, but the remaining terms and conditions of this MOU remain in full force and effect.

VIII. Miscellaneous

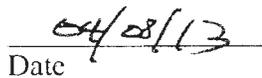
This MOU is strictly for internal management purposes for each of the Participants. It is not legally enforceable, does not expand or alter the scope of the Participants' respective authorities, and shall not be construed to create any legal obligation on the part of either agency or private cause of action for or by any person or entity. Since this MOU is not legally binding, the Participants may depart from its terms whenever it is deemed necessary or appropriate to do so in the discharge of their statutory responsibilities, except that in the interests of cooperation, each participating agency, if appropriate and practical, agrees to advise the other of any intention to depart from the terms of this MOU prior to doing so.

All agreements herein are subject to, and will be carried out in compliance with, all applicable laws, regulations and other legal requirements.

IX. Signatures



For NEA
Joan Shigekawa
Acting Chairman



Date



For ESI
Catherine Russell
Executive Director



Date

**MEMORANDUM OF UNDERSTANDING
AMONG THE NATIONAL ENDOWMENT FOR THE ARTS,
THE NATIONAL SCIENCE FOUNDATION, AND
THE NATIONAL ENDOWMENT FOR THE HUMANITIES
TO
SUPPORT RESEARCH, PRACTICE AND INNOVATION AT THE
INTERSECTION OF ARTS, SCIENCE AND HUMANITIES**

I. PARTIES AND PURPOSE

The purpose of this Agreement among the National Endowment for the Arts (NEA), the National Science Foundation (NSF) and the National Endowment for the Humanities (NEH) is to facilitate cooperation among the agencies on areas of shared interest.

The NEA, NSF, and NEH, hereby defined as the “Parties,” have partnered over the past two years to convene leaders across cultural, scientific and technological fields and sectors to examine issues of shared interest. The programs of these three agencies each support excellence and innovation through merit-reviewed grant-making in a broad range of disciplines. Across the three agencies, such grants cultivate and promote creative discovery, economic development, invention, innovation, and the acquisition of cross-sector knowledge.

The agencies anticipate working collaboratively to leverage research and development (R&D) investments to build an interdisciplinary community of researchers and practitioners who cross over the fields of art, science, humanities, education and engineering, with a particular awareness of the new possibilities enabled by digital technology.

The NEA, NSF and NEH recognize that it would be advantageous for the three agencies to leverage investments and expertise around strategically aligned goals to ensure that the agencies' resources achieve maximum impact at the intersection of the arts, science and the humanities. This tri-agency collaboration will support and assess projects and promote activities that will continue to enhance understanding of the integral role that science, art, and the humanities can play to address the most complex challenges and opportunities facing America's future within these significant realms.

II. LEGAL AUTHORITY

NSF: National Science Foundation Act of 1950, as amended, 42 USC 1861et seq.

NEA: National Foundation on the Arts and the Humanities Act of 1965, as amended, 20 U.S.C. Section 954 (o).

NEH: National Foundation on the Arts and the Humanities Act of 1965, Section (7)(i), as amended, 20 U.S.C. Section 956 (i).

These authorizations for the organizations, together with the internal policies and procedures of each, define the authority of these organizations to enter into this Memorandum of Understanding (MOU).

III. SCOPE OF WORK

The purpose of this MOU is to outline the broad set of principles to facilitate continued cooperation among units of the NEA, NSF and NEH. Each agency will designate representatives to lead a cross-agency planning group. These representatives, with the assistance of the appropriate offices of NEA, NSF, and NEH, will develop program plans and implement activities that advance the goals of all three agencies. These follow-on activities may include specific programs, projects and initiatives; joint announcements of competitions; evaluations; and/or data collection programs. NEA, NSF, and NEH will ensure joint activities are managed through appropriate funding authorities and mechanisms.

IV. AGENCY CONTACTS

The NEA points of contact for this MOU are Bill O'Brien - Senior Advisor for Program Innovation, and Michael Orlove - Artists Communities, Presenting and Multidisciplinary Works Director; the NSF point of contact is Alphonse DeSena - Program Director, Division of Research on Learning in Formal and Informal Settings; the NEH points of contact are Eva Caldera - Assistant Chairman for Partnership and Strategic Initiatives, and Jason Rhody - Senior Program Officer, Office of Digital Humanities.

V. EFFECT OF AGREEMENT

This MOU in no way restricts the NEA, NSF or NEH from participating in similar activities or arrangements with other entities.

This Agreement is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any of the Parties. This Agreement shall not be construed to provide a private right or cause of action for or by any person or entity.

This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Nothing in this MOU may be construed to obligate NEA, NSF or NEH to any current or future expenditure of resources in advance of the availability of appropriations. Nor does this MOU obligate NEA, NSF or NEH to spend funds on any particular project or purpose, even if funds are available.

Specific projects or activities between the Parties must be detailed in writing, such as an MOU, interagency agreement, management plan, or other documentation appropriate to the nature of the activity and the agencies' requirements, and signed at the NSF Assistant Director level, NEA Deputy Chairman level, and NEH Deputy Chairman level, or higher.

VI. RESOLUTION OF DISAGREEMENTS

Should disagreement arise under this agreement, or amendments and/or revisions thereto, that cannot be resolved at the Division Director level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Parties at the Assistant Director/Deputy Chairman level for consideration.

VII. TERM OF AGREEMENT

This MOU shall become effective on the date of the last signature herein and shall remain in effect through September 30, 2017, unless terminated earlier by the Parties.

This MOU may be amended only by written agreement of the Parties. Any Party may terminate its participation with 90 days advance written notice to the other Parties, who may elect to continue activities under this MOU. This MOU may be terminated immediately by written consent of all Parties.

SIGNATORIES

For the National Endowment for the Arts:

Joan Higekawa
Senior Deputy Chairman, National Endowment for the Arts

09/25/13
Date

For the National Science Foundation:

Cora B. Marrett
Acting Director, National Science Foundation

09/25/13
Date

For the National Endowment for the Humanities:

Carole M. Watson
Acting Chairman, National Endowment for the Humanities

SEP 23 2013
Date