Fixed Price Researc	h Subaward Agreement			
Pass-through Entity (PTE):	Subrecipient:			
PTE Principal Investigator:	Sub Principal Investigator:			
Awarding Agency: PTE Award No:				
Project Title:	<u>'</u>			
Subaward Period of Performance: Start: End:	Amount Funded This Action:	Subaward No.		
Estimated Project Period (if incrementally funded):	Incrementally Estimated Total:	Is this Award R & D		
Start: End:	\$	Yes or No		
Check all that apply:	Cost Sharing (Attachment 5)			
Terms and Conditions 1. PTE hereby awards a fixed price subaward, as described above, to Subrecipient. The statement of work for this subaward is (checkone): as specified in Subrecipient's proposal dated ,or as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE. PTE shall provide funding in accordance with the Payment Schedule shown in Attachment 5. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include deliverable completed and milestone payment amount, subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning receipt or payments should be directed to the appropriate party's Contact shown in Attachments 3A and 3B. 3. A final invoice, marked "FINAL" must be submitted to PTE's Contact shown in Attachments 3A and 3B. 4. PTE reserves the right to reject an invoice. 5. Matters concerning the technical performance of this Subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as stated in Attachment 4. 6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Contact, as shown in Attachments 3A and 3B. Any such changes made to this Subaward agreement require the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B. 7. The PTE may issue non-substantive changes to the Period of Performance and budget (choc no): Bilaterally, or Unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient. 8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of				
Name: Date	Name:	Date		
Title:	Title:	Date		
Tiue.				

Attachment 1

Research Subaward Agreement Certifications and Assurances

By signing the Subaward Agreement, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2

Research Subaward Agreement Federal Award Terms and Conditions

Sponsor Agency

NIH NSF USDA EPA NASA AFOSR ARO ONR AMRMC AMRAA Other Agency

Required Data Elements

The data elements required by Uniform Guidance are incorporated as follows: (Select One)

Copy of Award Notice

As Entered

Agency-Specific Certifications/Assurances

By signing this Research Subaward Agreement, Subrecipient makes the certifications and assurances required by Uniform Guidance: 2 CFR 200 et seq.

General Terms and Conditions

- 1. Conditions on activities and restrictions on expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's Award Conditions website:
- 2. 2 CFR 200
- 3. The Grants Policy Statement, including addenda in effect as of the beginning date of the period of performance or as amended found at:
- 4. Interim Research Terms and Conditions found at:

and Agency Specific Requirements found at:

except for the following:

- a. If applicable, the right to initiate an automatic one-time extension of the end date is replaced by the need to obtain prior written approval from the Pass-through Entity;
- b. Any payment mechanisms and financial reporting requirements described in the applicable Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward Agreement; and
- c. Any prior approvals are to be sought from the Pass-through Entity and not the Federal Awarding Agency.
- 5. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in 2 CFR 200.313 of the Uniform Guidance.
- 6. Treatment of Program Income:

Additive

Other, Pass-through Entity specify:

Special Terms and Conditions:

Copyrights (Select One) Subrecipient Grants Subrecipient Shall Grant to Pass-through Entity an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Pass-through Entity's obligations to the Federal Government under its Prime Award.

Data Rights

Subrecipient grants to Pass-through Entity the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Pass-through Entity's obligations to the Federal Government under its Prime Award.

Automatic Carryforward (Select One)

Yes

Subaward Number:

Attachment 3A

Research Subaward Agreement
Pass-Through Entity (PTE) Contacts

Pass-Through Entity (PTE)			
PTE Name:			
Address:			
City:	State:	Zip Code+4:	Zip Code <u>Look-up</u>
PTE Administrative Contact	t		
Name:			
Address:			
City:	State:	Zip Code:	
Telephone:	Email:		
COI Contact email (if d	lifferent to above):		
PTE Principal Investigator			
Name:			
Address:			
City:	State:	Zip Code:	
Telephone:	Email:		
PTE Financial Contact			
Name:			
Address:			
City:	State:	Zip Code:	
Telephone:	Email:		
Email invoices? Yes	No Invoice email (if different):		
Invoice Address (if different):			
PTE Authorized Official			
Name:			
Address:			
City:	State:	Zip Code:	
Telephone:	Email:		

Central email:

Attachment 3B

Research Subaward Agreement Subrecipient Contacts

Subrecipient Place of Performance			
Name:			
Address:			
City:	State:	Zip Code+4: Zip C	ode <u>Look-up</u>
EIN No.:	DUNS:	Parent DUNS:	
Institution Type:		Congressional District:	
Is Subrecipient currently registered in S.	AM.gov? Yes		
Is Subrecipient exempt from reporting	executive compo	ensation? Yes No If no, complete 3B, page	2
Subrecipient Administrative Contact	et		
Name:			
Address:			
City:	State:	Zip Code:	
Telephone:	Email:		
Subrecipient Principal Investigator			
Name:			
Address:			
City:	State:	Zip Code:	
Telephone:	Email:		
Subrecipient Financial Contact			
Name:			
Address:			
City:	State:	Zip Code:	
Telephone:	Email:		
Central email:		Is this the remittance address?	Yes No
Remittance Address (if different):			
Subrecipient Authorized Official			
Name:			
Address:			
City:	State:	Zip Code:	
Telephone:	Email:		

Central email:

Subaward Number:

Attachment 4

Research Subaward Agreement Reporting Requirements

Subrecipient agrees to the following:

A Final technical/progress report will be submitted to the PTE's identified in Attachment 3 within days after the end of the period of performance.

Monthly technical/progress reports will be submitted to the PTE's identified in Attachment 3, within days of the end of the month.

Quarterly technical/progress reports will be submitted within thirty (30) days after the end of each project quarter to the PTE's identified in Attachment 3.

Technical/progress reports on the project as may be required by PTE's in order that PTE may be able to satisfy its reporting obligations to the Federal Awarding Agency.

Annual technical /progress reports will be submitted within days prior to the end of each project period to the PTE's identified in Attachment 3. Such report shall also include a detailed budget for the next budget period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's identified in Attachment 3A within days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Awarding Agency specific forms to the PTE's identified in Attachment 3A within 60 days of the end of the period of performance so that it may be included with the PTE's final invention report to the Awarding Agency. A negative report is is not required.

A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted within days after the end of the project period to the PTE's Attachment 3 identified in Attachment 3A (for Fixed Price subawards only.)

Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by PTE Federal Award:

Other Special Reporting Requirements:

Subaward Number:

Attachment 5

Fixed Price Research Subaward Agreement Statement of Work, Indirects & Payment Schedule

Statement of Work

Below or Attached pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a Subrecipient Federal Award Project Description

Indirect Information

Indirect Cost Rate (IDC) Applied % on TDC MTDC OTHER de minimus rate of 10%

Payment Schedule

All amounts are in United States Dollars

Kansas City Monuments Coalition Budget Fort Osage National Historic Landmark

Expenditure Category -	Equipment an	d Supplies			
Supplies	Notes	Year 1	Year 2	Year 3	3-Year Grant
Interpretive Signage/Ex	hibits	\$50,000.00	\$40,000.00		\$90,000.00
ADA Compliance		\$10,000.00			\$10,000.00
Reproduction Materials			\$20,000.00		\$20,000.00
				Year 1 Total	\$60,000.00
				Year 2 Total	\$60,000.00
				Year 3 Total	\$0.00
				3-Year Grant	\$120,000.00
Expenditure Category -	Conferences,	Meetings, and	l Travel		
	Notes	Year 1	Year 2	Year 3	3-Year Grant
Community Engagemen	nt		\$10,000.00		\$10,000.00
				Year 1 Total	\$0.00
				Year 2 Total	\$10,000.00
				Year 3 Total	\$0.00
				3-Year Grant	\$10,000.00
Expenditure Category -	Construction				
	Notes	Year 1	Year 2	Year 3	3-Year Grant
WiFi Infrastructure		\$15,000.00			\$15,000.00
Lighting & Installation		\$10,000.00			\$10,000.00
				Year 1 Total	\$25,000.00
				Year 2 Total	\$0.00
				Year 3 Total	\$0.00
				3-Year Grant	\$25,000.00
Expenditure Category -	Consultants a	nd Other Prof	essional Servi	ces	

	Notes	Year 1	Year 2	Year 3	Period Costs
Digital Content Creatio	n		\$20,000	.00	\$20,000.00
				Year 1 Total	\$0.00
				Year 2 Total	\$20,000.00
				Year 3 Total	\$0.00
				3-Year Grant	\$20,000.00

Expenditure Category - Other

					3-Year Grant
	Notes	Year 1	Year 2	Year 3	Period Costs
Contingency Fund		\$23,000	.00		\$23,000.00
				Year 1 Total	\$23,000.00
				Year 2 Total	\$0.00
				Year 3 Total	\$0.00
				3-Year Grant	\$23,000.00
				Project Total	\$198,000.00
				Year 1 Total	\$108,000.00
				Year 2 Total	\$90,000.00
				Year 3 Total	\$0.00

Kansas City Monuments Coalition Fort Osage National Historic Landmark - Scope of Work

Fort Osage National Historic Landmark is seeking funds to update, modernize and enhance the current guest experience related to its permanent exhibitions in the landmark's education center. The current exhibition offerings date to the center's opening in November of 2007. No changes or augmenting have occurred in the space since its public opening. Nearly twenty years ago.

The proposed exhibit enhancements including audio, video, graphics, lighting and low-tech interactives will tell a more complete and diverse history of the landmark's time of operation from 1808-1822. The enhancements are in keeping with our mission statement that "cultivates connections between the past and the present for a diverse audience, by sharing the distinct and interconnected histories of the peoples and cultures of Missouri, with an emphasis on 1808-1822, through research, living history interpretation, and experiential learning".

The center welcomes guests of all ages and backgrounds from the Kansas City, Missouri metropolitan area, the United States and around the world. Elementary school tours will benefit from the exhibition improvements as part of our state curriculum-based education programs. One major goal is that our visitors see their own unique history and stories as they encounter the exhibit's graphics, interpretive panels, floorspace and built environment. Current untold and underrepresented histories associated with Fort Osage to be added to the exhibition space include those of enslaved individuals, peer American Indian tribes to the Osage such as the Kansa, Omaha, Sauk-Fox and others.

Timeline:

Year 1	Year 2	Year 3
-Research Enslaved Individuals	-Continue to research and write	
and American Indian Tribes	text for the exhibits and find	
-Research various pictures to be	pictures	
included in displays	-Select photos and text to be	
-Research interactive displays	included within the exhibits	
that include all generations	along with the designer	
-Visit Missouri Valley Room	-Choose an exhibit/ installation	
KCPL Special Collections	company	
-Visit other Kansas City	-Install new LED lighting	
Museums to gain insight on	throughout the exhibit space	
what has and has not worked in	-Review all design plans and	
the past regarding exhibits	make final adjustments	
-Work with a designer (intern or	-Finalize the AV materials	
company) to come up with a	-Install all AV equipment	
design plan for the space.	-Install all exhibits	
-Create interactive AV touch	-Research and purchase	
screen materials for guests	reproduction materials to be	
-Select AV equipment, touch	used for guests to touch	
screens and/or buttons	-Create Community	
-Select colors and a theme for	Engagement opportunities	
the space.		
-Prepare exhibit space and		
interpretive signage.		

Budget:

Redesign and Refurbishment Exhibits:	
Updating content, displays and aesthetics of existing exhibits (\$50,000)	
Enhancing Exhibit Lighting to improve visibility and focus on key elements	
(\$15,000)	
ADA Compliance for exhibits (\$10,000)	\$95,000
Reproduction Materials (\$20,000)	
Interactive Displays:	
Installing Touch Screens with interactive content such as timelines, maps or	
quizzes (\$25,000)	
Interactive Kiosks with audio-visual content, including videos, interviews and	
educational games (\$15,000)	
	\$40,000
Technology Integration:	
Digital Content Creation such as videos and interactive storytelling, self-	
guided tours or audio guides (\$20,000)	
Wi-Fi Infrastructure to support digital and interactive content (\$10,000)	
	\$30,000
Community Engagement	
Workshops, Marketing and Promotion	\$10,000
Contingency Fund:	
Unforeseen Costs or unexpected expenses	\$23,000



November 15, 2024

C. Mauli Agrawal Chancellor University of Missouri at Kansas City 301 Administrative Center 5115 Oak Street Kansas City, MO 64110-2499

Dear Chancellor Agrawal:

The Andrew W. Mellon Foundation (the "Foundation") is pleased to inform you that we have approved a grant of \$4,000,000 to the University of Missouri at Kansas City ("your organization"), for use over 36 months, starting on December 1, 2024 and ending on November 30, 2027, subject to your organization's execution of this grant agreement. This grant is to support a collaborative initiative of community partners, public historians, scholars, and artists seeking to tell and disseminate inclusive histories of the Kansas City region, in accordance with the proposal finalized on November 8, 2024 (the "Proposal", and collectively the "Project"). We ask that all future correspondence regarding the grant use the reference number 2309-16661. In accepting these funds, your organization agrees to comply with the following terms.

Use of Funds. Under United States law, Foundation grant funds may be used only for charitable, scientific, literary, or educational purposes. Your organization agrees that the grant funds will be used exclusively for the purposes described in your organization's Proposal and the approved budget. Your organization agrees to obtain the Foundation's prior approval for any material changes to the grant terms. The Foundation also expects that the funds will be managed in a prudent manner that is consistent with the purposes and term of the grant. Any grant funds not expended or committed for the purposes of the grant, or within the grant period stated above, will be returned to the Foundation unless otherwise agreed by the Foundation.

The grant award is made to the University of Missouri at Kansas City and may not be transferred or assigned without the advance written approval of the Foundation.

Payment Terms. Payment of grant funds will be made in accordance with the attached payment schedule after the Foundation receives the countersigned version of this agreement.

Grant Reports. Your organization will report to the Foundation on the progress of the grant through narrative and financial reports according to the attached report schedule. Each financial report should provide an accounting of the expenditures of grant funds. If the grant involves work undertaken by collaborating institutions, your organization is responsible for reporting on the activities and expenditures of the collaborating organizations.

Grant Work Products and Project Documentation. To ensure that your organization will have sufficient legal rights to carry out the Project, your organization confirms that all copyright interests in materials produced as a result of this grant ("Grant Work Products") will either be owned by (a) your organization or (b) one or more third parties (e.g., artist(s), scholar(s), collaborator(s)) who have conveyed in writing sufficient rights and permissions for use of the Grant Work Products in connection with the Project. Your organization will obtain all other necessary rights and permissions for the supported work so that the grant activities and use of Grant Work Products (in accordance with any terms of use set by your organization), including any use by the Foundation of Grant Work Products and Project Documentation (defined below) authorized in this agreement, will not infringe on or violate the intellectual property, publicity, privacy, or other rights of any person.

Your organization agrees to make final Grant Work Products available, as described in the Proposal, for educational or charitable purposes.

As described in the Proposal, your organization plans to document the grant activities with visuals, photographs, audio, other media products, and/or archival materials ("Project Documentation") and agrees to provide the Foundation with copies of Project Documentation with your organization's grant reports or at other times during the grant term. The Foundation also welcomes receiving copies of depictions of earlier iterations of the Project and stock promotional imagery of your organization which shall also be treated as Project Documentation under this Agreement.

Further, your organization grants to the Foundation a free, non-exclusive, irrevocable, sublicensable, worldwide license of all rights under copyright to use (1) final Grant Work Products intended for a public audience, and (2) Project Documentation provided by your organization to the Foundation, in each case only to promote the Project or for the Foundation's charitable purposes, including on the Foundation's website, social media platforms, and all other mediums.

Grant Disclosure and Publicity. The Foundation will include summary information about this grant in its annual report and other similar public reports, tax returns, and public grants database, and may share such summary information in response to inquiries or elsewhere. The Foundation may also promote this grant on its website and social media channels, and in press releases, newsletters, and other public communications and media products; any promotional content which discusses the grant in detail and/or narrative form will be shared with your organization in advance for input.

If you wish to make your own press announcement that includes the Foundation's name or logo, please consult with the Foundation's Communications Department in advance by contacting media@mellon.org.

Grantee Control of Funds. Your organization confirms that, while the Foundation is providing support for the Project, your organization retains full discretion and control of the conduct of the Project, including over the process of selecting any persons or organizations (such as employees, independent contractors, consultants, vendors, secondary grantees, or other Project participants) to carry out the purposes of this grant. Accordingly, your organization acknowledges that the Foundation will not be responsible for any actions of your organization regarding the Project.

Recordkeeping. Grantees are required to retain accounting records, detailing all receipts and expenditures of grant funds, for three years following submission of the final grant report. The Foundation reserves the right to conduct audits, including on-site audits with reasonable notice, at any time during the term of the grant, and within three years after completion of the grant. Your organization agrees to cooperate in the audit and provide information to the Foundation or its representatives as necessary.

Organizational Tax Status. Your organization certifies that it is a subdivision or instrumentality of the State of Missouri and is thus deemed to be a charitable tax-exempt entity by the US Internal Revenue Service. Your organization will advise the Foundation immediately if there is any change in that status or in its organizing documents.

Limitations on Lobbying and Political Activity. Your organization confirms that Foundation grant funds will not be used by your organization:

- a) To conduct lobbying or otherwise attempt to influence legislation (within the meaning of Internal Revenue Code Section 4945(d)(1)); or
- b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (as prohibited under Internal Revenue Code Section 4945(d)(2)).

Compliance with Laws. In carrying out the Project, your organization will comply with all applicable local, state, federal, and international laws, regulations, and rules, including data privacy and intellectual property laws.

Workplace Conduct Standards. The Foundation gives high priority to the realization of equality of opportunity for all members of society. Accordingly, the Foundation expects that your organization seeks to foster a workplace that is

free from discrimination, harassment, and workplace misconduct; takes appropriate affirmative steps to encourage equal employment opportunities for women and underrepresented groups to the fullest extent allowable under applicable law; and has established appropriate policies and procedures for training staff, receiving and addressing complaints regarding sexual harassment and other forms of workplace misconduct, and prohibiting retaliation against persons who make good faith complaints.

Notification and Cooperation. Your organization agrees to promptly notify the Foundation of any of the following: (1) significant organizational changes during the term of the grant, including, but not limited to, changes in key personnel and changes in tax status, (2) unless prohibited by law, (a) reported concerns about the legality or propriety of the grant activities or use of Foundation funds, and (b) the filing of a claim in any court or with any governmental agency alleging: (i) sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of your organization related to, or that may have an impact on, the Project; (ii) financial impropriety by your organization related to, or that may have an impact on, the Project; or (iii) breach of fiduciary obligations by senior leadership or the board of your organization related to, or that may have an impact on, the Project.

In the event the Foundation learns of allegations of impropriety, illegality, or workplace misconduct through notification by your organization or third parties, your organization agrees, to the extent legally permitted, to cooperate with reasonable requests of the Foundation to understand your organization's policies, procedures, and practices, including what steps were taken in response to the allegations.

Right to Discontinue Funding and Require Return of Funds. The Foundation reserves the right to modify the grant, discontinue funding, or terminate the grant at any time if (1) your organization fails to materially comply with the terms of this agreement, (2) any statements, representations, certifications, or documents provided by your organization are later determined to be false or materially misleading, or (3) the Foundation determines, in its reasonable judgement, that your organization has become unable to carry out the purpose of the grant as stated in this agreement. In any such event, your organization agrees, at the Foundation's request, to repay the unexpended grant funds and grant funds that have not been used in furtherance of the purposes of the Project, or redirect them to another organization chosen by the Foundation to carry out the purposes of the grant.

Choice of Law and Jurisdiction. This Agreement will be governed by the laws of the State of New York, without giving effect to its conflict of law principles. The Parties consent to jurisdiction of any suit with respect to this Agreement in New York County, New York.

We ask that the University of Missouri at Kansas City indicates its consent to these terms by having an individual with corporate authority sign below. The Foundation will not make payments on this grant until we have received a complete, countersigned copy of this agreement. Please keep a copy for your files.

On behalf of the Foundation, may I extend every good wish for the success of this endeavor.

Sincerely,

Canter Steu

Signed by:

Carter Stewart

Executive Vice President for Programs

University of Missouri at Kansas City

EA/EXB

REPORTING AND PAYMENT SCHEDULE

Report Schedule	
Report Type	Due Date
Interim Report	1/31/2026
Interim Report	1/31/2027
Final Report	1/31/2028

Payment Schedule				
Payment Amount	Scheduled Date*	Wire Transfer Details		
\$2,000,000	12/4/2024	Bank Name: Commerce Bank, N.A. Account Number: 400168394 Routing Number: 101000019		
\$2,000,000	12/11/2025	Bank Name: Commerce Bank, N.A. Account Number: 400168394 Routing Number: 101000019		

^{*}Please note that payment will not be made until the Foundation receives a countersigned grant agreement.

Please notify the Foundation of any changes in your organization's banking information.