



# Collaborative Operations and Services Grant Program

## GUIDELINES

Revised January 15, 2014

### OVERVIEW

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The Corporation for Public Broadcasting (“CPB”) has a broad mandate to foster a healthy public media system on behalf of the American people – one that delivers essential public telecommunication services to local communities in an efficient and effective manner.

Rapid changes in media technology, consumer preferences, and emerging competition, along with an uncertain economic environment, have placed enormous pressure on stations as they seek to maintain and enhance their roles within their communities. Many stations are exploring alliances with other stations to make more efficient use of their resources through strategic restructuring.

These stations are increasingly looking at various forms of consolidations, alliances and collaborations to realize significantly greater scale, effectiveness and impact. New innovative models are emerging that promise more sustainable ways of operating now and into the future.

The Collaborative Operations and Services (“COS”) grant program is intended to support multi-station initiatives to fully develop and implement collaborations, strategic alliances and other forms of partnerships that will increase stations’ abilities and capacities to achieve more together than each can accomplish alone.

The COS will provide smaller grants to assist stations with facilitation, analysis, and research (“FAR”) required for establishing parameters for collaboration efforts (see details below), as well as larger grants for the implementation of serious collaborative efforts.

Stations seeking funding must demonstrate a commitment to collaborate and improve service to their respective communities. The COS grants program does not fund initial discussions. Stations must have conducted those discussions well in advance of an application. Additionally, grant funds may not be used for purchase or installation of major equipment for production or distribution.

### ELIGIBILITY

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Eligible projects must include or benefit a minimum of two TV, Radio or Joint licensees that receive Community Service Grants (“CSG Recipients”). Licensees that receive multiple CSGs are considered one CSG Recipient.

Eligible applicants include:

- Collaborations of CSG Recipients in good standing, with a single leading fiscal agent; or,
- An existing non-profit organization, formed by, representing, or delivering services to CSG Recipients, on their behalf.

## CPB FUNDING

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Applicants may apply for grants of up to \$750,000. CPB would award smaller grants for facilitation, analysis, and research (“FAR”) and larger grants for the implementation of large-scale collaborations. Actual grant amounts will depend on identified funding needs, as well as project scale, complexity, and overall impact locally, regionally and nationally. CPB expects most implementation grants will be in the \$200,000 to \$500,000 range or less, with FAR grants generally not exceeding \$100,000.

## GRANTS

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### **Facilitation, Analysis, and Research (“FAR”)**

FAR grants are intended to assist stations that have demonstrated a serious intent to move in a collaborative direction and are seeking support to further develop the vision, financial and governance plans, and cultural resolve to move forward. The standards for determining “seriousness of intent” may differ given the different types of station licensees, station operations, and collaborative possibilities, however, they may include memoranda of understanding between organizational management or their governing entities, and evidence of progress already made toward collaboration goals. While the deliverables of FAR grants may include the implementation of a collaborative plan, the program is not intended as a pre-condition to a next round of funding or as a guarantee of additional funding.

### **Implementation**

Implementation grants are intended to help stations finalize and implement a comprehensive collaboration. Stations applying for COS implementation grants must have already completed the necessary due diligence required for developing a plan to implement a collaborative effort, such as feasibility studies and cost benefit analyses. Stations must also have binding commitments from station governing boards and authorities supporting the proposed collaboration.

## APPLICATION REQUIREMENTS

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Applications for funding must include:

- A. A list of participating entities, including:
  1. Contact information for each participant; and

2. Identification of the lead station responsible for overseeing the project, and acting as fiscal agent for the grant.
- B. Demonstrated commitment from all participating entities, in the form of a signed management agreement or Board resolutions supporting the proposed collaboration.
- C. A proposed collaboration plan, identifying:
1. Why the entities are seeking to collaborate;
  2. How they plan to implement the collaboration;
  3. What the proposed collaboration will achieve (efficiencies in operations, improvements in service, etc.); and
  4. A timeline for proposed work.
- D. A case statement identifying the need for grant funding, describing:
1. Any research, analysis, or implementation efforts already undertaken by participating entities;
  2. What is needed to continue with collaboration efforts (i.e. facilitation, research, analysis, implementation efforts); and
  3. What the grant will fund (facilitation consultant, legal fees, etc.).
- E. A project budget, including:
1. An excel spreadsheet (with formulas) detailing costs associated with performing the work laid out in the collaboration plan and case statement, as well as any revenue outside of the CPB grant supporting those costs; and
  2. A narrative explanation of the spreadsheet (may be included in the case statement).

Note: For applications seeking FAR funding to develop plans for collaboration or test the feasibility of plans in place, grant funds may NOT be used to support station personnel costs.

Grant applications will be evaluated based on seriousness of intent and feasibility of proposed project. Applicants may be required to deliver additional materials supporting their application, and station management may be called on to discuss the project with CPB management.

## **APPLICATION PROCESS AND TIMELINES**

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Grant applications will be accepted at any time until this program is closed and will be reviewed as received. CPB reserves the right to stop accepting applications for the program, either temporarily putting the program on hold or ending it altogether, without prior notice.

Any questions about program guidelines and grant requirements should be submitted by email to the address below. They will be answered by CPB staff members, and shared (without applicant attribution) on CPB's website, using a Frequently Asked Questions format.

**Submit questions and applications by email to:**

[COS@cpb.org](mailto:COS@cpb.org)

Applications must be submitted electronically in Microsoft Word or PDF and budgets must be provided in Microsoft Excel, and will not be accepted in any other format. Each application received will be acknowledged via email. Please note that CPB may ask for additional information from applicants at any time during the review and selection process.

*CPB is not responsible for loss or damage to the material submitted. Any submission to CPB shall become the property of CPB (not including any intellectual property rights contained such submission), and CPB is not required to return any submitted materials to any applicant. CPB is not responsible for any violation of copyright, trademark, patent, trade secret, or other rights that may result from disclosure made by response to this grant program.*

*Solicitation by CPB of proposals does not constitute an agreement by CPB to extend funding to any party for the project under consideration. CPB may, in its sole discretion, elect not to pursue this project in any manner.*

*By submitting an application, each applicant grants to CPB the right to duplicate, use, disclose and distribute all of the materials submitted for purposes of evaluation, review, and research. In addition, each applicant guarantees that the applicant has full and complete rights to all of the information and materials included in the application. Each applicant also guarantees that all such materials are not defamatory and do not infringe upon or violate the privacy rights, copyrights, or other proprietary rights of any third party. Each applicant also indemnifies and agrees to hold CPB harmless from and against any claims, losses, liabilities and damages (including attorney's fees) resulting from any alleged violation of these provisions.*

## **REQUIREMENTS FOR FUNDED PROJECTS**

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- Grantees will be expected to implement funded projects on budget and on schedule.
- Grant payments may be contingent upon the delivery of specific components related to project implementation.
- Grantees will be required to deliver:
  - Detailed interim and final narrative and financial reports;
  - A plan for sustaining the project;
    - If scalable, a plan to expand to additional stations;
    - If replicable, a formal template or model for use by other station groups;
  - Peer presentations during and after the funded work via webinar and in-person industry conferences.
- Grant recipients may be required to commit to active participation in funded projects for a prescribed period.

## CONDITIONS OF AGREEMENT

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If an application is selected for funding, applicants will be required to sign a binding agreement. Until both parties have signed an agreement, no express or implied commitment has been made to provide financial support. Applicants are not authorized to commence work until the agreement is fully executed. If applicants opt to commence work, they do so at their own risk. No oral or written statement other than the signed, written agreement will govern or modify the relationship.

As a condition of agreement, applicants must guarantee that, among other things, any work they undertake on behalf of CPB is not defamatory and will not violate or infringe upon the privacy rights, copyrights, or other proprietary rights of any third party. Contractors must also agree to indemnify CPB against any loss resulting from breach of any of the guarantees contained in the agreement.

Those receiving funds from CPB must be able to comply with a number of requirements that will be included in the agreement. These requirements include, but are not limited to:

- (1) A demonstration of adequate financial support to complete the work for which they have been contracted and to deliver reports and/or other intellectual property created pursuant to the agreement;
- (2) Maintenance, for 3 years following receipt of relevant funds, of all financial records to the project, which records shall be accessible to CPB, and to the U.S. Comptroller General or other representatives for examination and audit purposes. (Offerors will additionally ensure that any subcontractors or consultants under the agreement shall also maintain such records for the period specified and under the same terms);
- (3) Maintenance, for 3 years after approval of a final financial report, of a complete file of all subcontracts and other agreements, licenses, clearances, and other documents related to the work undertaken, copies of which shall be made available to CPB on request;
- (4) Submission to CPB of a copy of any U.S. Comptroller General final audit report in connection with the project;
- (5) Compliance with equal employment opportunity and nondiscrimination laws and policies;
- (6) Applicants who plan to engage sub-contractors will be expected to provide assurances that the prices obtained for any such services are fair and reasonable;
- (7) No funds provided by CPB will be used (i) for any activity designed to influence legislation or appropriations pending before the United States Congress or any State legislative or (ii) to conduct any reception or provide any other entertainment for any officer or employee of the Federal Government or any State or local government; and

- (8) Applicants will be required to indemnify and hold CPB harmless from and against all claims, damages, liabilities, costs and expenses (including legal fees) arising out of or related to (i) any alleged or actual breach of any representation or warranty in the operative agreement; (ii) any other default by such applicant of any term or provision of the operative agreement; or (iii) applicant's performance under the project.
- (9) Offerors will be required to provide documentation as to actual costs, and provide supporting detail demonstrating that all costs are reasonable, necessary and allocable to the requirements and objectives of the work undertaken; and
- (10) All research and materials created, developed, compiled or produced pursuant to or as a result of this project (including but not limited to all reports) will be considered ordered and commissioned by CPB as works made for hire under the copyright laws, and made in the course of services rendered. If, for any reason, the proposed research and materials to be provided are not considered works made for hire under the copyright laws, then the Offeror will be required to assign all right, title and interest in and to such research and materials to CPB. Offerors further agree that neither they, nor any of their subcontractors, will have any copyrights or other intellectual property rights whatsoever in any research and/or materials created, developed, compiled or produced by them or by any subcontractor, or by any third party participating in the preparation of research or materials for this project.
- (11) The agreement will be governed by construed in accordance with the laws of the District of Columbia without regard to its conflict of law provisions.

Other material terms and provisions will be set forth in the documents provided to the Offeror that successfully completes the selection process.

CPB will have complete rights to the reports created as deliverables for this project.

CPB will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, or in performing any other activities relative to this solicitation.