



<b>Start Date of Contract</b>	11/15/2016	<b>End Date of Contract</b>	11/14/2019
<b>Start Date of Service</b>	11/15/2016	<b>End Date of Service</b>	11/14/2019
<b>Contract Number</b>	EDARISSOM	<b>Total Dollar Amount</b>	\$386,974.00
<b>Direct Grant Funds</b>	\$120,000.00	<b>Match Funds</b>	\$266,974.00
<b>Fixed Fee/Performance Based</b>	<input type="checkbox"/>	<b>Cost Reimbursement</b>	<input checked="" type="checkbox"/>
<b>AGREEMENT BETWEEN</b>			
METRO NORTH REGIONAL EMPLOYMENT BOARD 186 ALEWIFE BROOK PARKWAY, SUITE 216 CAMBRIDGE, MA 02138  ("THE REB")			
<b>AND</b>			
CITY OF SOMERVILLE, MASSACHUSETTS 93 HIGHLAND AVE SOMERVILLE, MA 02143  ("THE CONTRACTOR")			
Whereas the REB is a non-profit corporation and has been empowered to enter into contracts,  Whereas the Contractor agrees to provide services for the REB in accordance with the terms and conditions of this Agreement,  And, further agrees to implement this Contract in accordance with the following parts, which are incorporated by reference and form part and parcel of this Agreement:			
PART I		WORK STATEMENT	
PART II		BUDGET/PAYMENT SCHEDULE	
PART III		GENERAL TERMS AND CONDITIONS	
PART IV		ATTACHMENTS	
It is understood and agreed by all parties that costs cannot be incurred under this Contract prior to the effective date. All signatures must be affixed to this Contract prior to submission of the first invoice.  In Witness whereof the parties have executed this Contract effective <b>November 15, 2016</b> .			
<b>For The REB:</b>		<b>For the Contractor:</b>	
<b>NAME</b>	SONDRA SCHWARTZ	<b>NAME</b>	<a href="#">Click here to enter text.</a>
<b>TITLE</b>	EXECUTIVE DIRECTOR	<b>TITLE</b>	<a href="#">Click here to enter text.</a>
<b>SIGNATURE</b>		<b>SIGNATURE</b>	
<b>DATE</b>		<b>DATE</b>	



## PART I: WORK STATEMENT

### A. PROGRAM SUMMARY

The *Form to Factory: Supporting Advanced Manufacturing in Massachusetts's Northeast Region* project will provide technical assistance and linkage activities to bring initial-stage regional startups to prototype and help transition these companies to become more established and develop production contracts with regional manufacturers. The program will also build upon existing workforce development activities to pilot an internship program designed to bring together start-ups, academic institutions, industry leaders, and workforce providers to create a pipeline of new hardware talent. Key program elements include:

- Identifying new sources of talent for hardware startups;
- Assisting early-stage companies' efforts to plan and prototype;
- Identifying and filling in gaps in the local supply chain; and
- Promoting resources to the hardware startup and advanced manufacturing communities.

### B. SCOPE OF WORK

The Contractor agrees to:

1. Hire the Engineers-in-Residence to provide 2400 hours of assistance to aspiring entrepreneurs on their products and product development;
2. Host technical assistance services at the Somerville Fab Lab;
3. Provide financial support in the form of grants for 24 internships;
4. Serve on the Hardware Coordinating Committee for 7 meetings;
5. Provide \$266,974.00 in in-kind and cash matching funds for personnel, equipment, and marketing.
6. Work in good faith with other project partners to adhere to the overall project Scope of Work timeline as described in the grant application and included below:

Year 1

- October – December 2016:
  - Hiring/Procurement of Greentown Labs Manufacturing Initiative Fellow and Engineers-in-Residence
  - Develop promotional resources for broader initiative and to target manufacturing companies and startups
  - Convening Meeting #1 of Hardware Advisory Committee
  - Quarterly Workshop #1
- December – May 2017:
  - Manufacturer and Startup Recruitment for matchmaking services in Metro-North region (ongoing)
  - Startup Recruitment for Technical Assistance Services
  - Internship Opportunity Development, recruitment for summer internship program
  - Convening Meeting #2 of Hardware Advisory Committee
  - Quarterly Workshop #2
- May – September 2017:
  - Posting and Marketing of Hardware summer Startup Job/Internship Opportunities
  - Technical Assistance Service Delivery for Cohort #1 (May – November 2017)



- Quarterly Workshop #3

#### Year 2

- Fall 2017:
  - Evaluation of Technical Assistance Services Cohort #1
  - Spring 2018 Job/Internship Development
  - Startup Recruitment for Technical Assistance Services
  - Convening Meeting #3 of Hardware Advisory Committee
  - Quarterly Workshop #4
- Spring/Summer 2018:
  - Technical Assistance Service Delivery for Cohort #2
  - Posting and Marketing of Hardware Startup Job/Internship Opportunities
  - Convening Meeting #4 of Hardware Advisory Committee
  - Quarterly Workshop #5 and #6

#### Year 3

- Fall/Winter 2018
  - Evaluation of Technical Assistance Services Cohort #2
  - Spring 2019 Job/Internship Development
  - Startup Recruitment for Technical Assistance Services
  - Convening Meeting #4 of Hardware Advisory Committee
  - Quarterly Workshop #7
- 2019
  - Technical Assistance Service Deliver for Cohort #3
  - Startup/Internship Postings
  - Quarterly Workshop #8,9,10
  - Convening Meeting #5,6,7 of Hardware Advisory Committee
  - Regional Advanced Manufacturing Summit
  - 3 year evaluation

### C. GRANT-SPECIFIC REQUIREMENTS

The Contractor agrees to:

1. Comply with all of the terms and conditions of the Financial Assistance Award from the Department of Commerce, including, but not limited to:
  - a) the Special Award Conditions (*see Attachment A in Part IV- Attachments*)
  - b) Department of Commerce Standard Terms and Conditions for Financial Assistance (*hyperlink included in Attachment B in Part IV- Attachments*)
  - c) Applicable regulations at 2 C.F. R. Part 200 (*hyperlink included in Attachment B in Part IV- Attachments*)
2. Work with other project partners to achieve the performance metrics as outlined in Appendix A: Authorized Scope of Work of the Special Award Conditions (*see Attachment A in Part IV- Attachments of this contract*).
3. Inform the REB prior to any changes to the Contractor's Scope of Work or budget.

### D. GENERAL RESPONSIBILITIES

1. The Contractor will provide for such methods of administration as are necessary for the proper and efficient administration of the program.



2. The Contractor will comply with REB requests for statistical, financial, or programmatic reports. Continued payment and future funding will depend on the submission and approval of all requested reports.
3. All programs, services and activities conducted under this contract will be in compliance with the laws and regulations regarding:
  - a) The state Equal Opportunity Law, Chapter 622 of the Acts of 1971.
  - b) Title VI (VII) of the Civil Rights Act of 1974, P.L. 88 - 352.
4. The Contractor recognizes the monitoring responsibility of the REB.
5. The Contractor agrees to participate in all program-related conference calls/meetings that are relevant to its responsibilities under this contract.

**PART II: BUDGET/PAYMENT SCHEDULE****A. BUDGET**

	Year 1		Year 2		Year 3		Grant	Match
	Grant	Match	Grant	Match	Grant	Match	Total	Total
<b>City of Somerville</b>								
Hardware Industry Liason (.333 FTE)		\$32,389		\$32,389		\$32,389		<b>\$97,167</b>
Fab Lab Manager (.25 FTE)		\$8,750		\$8,750		\$8,750		<b>\$26,250</b>
Engineers-in-Residence		\$12,800		\$12,800		\$12,800		<b>\$38,400</b>
Equipment (will list separately various equip)		\$4,173		\$4,173		\$4,173		<b>\$12,520</b>
Engineers-in-Residence (appx 15.38 hours a week x \$50 hour)	\$40,000		\$40,000		\$40,000		<b>\$120,000</b>	
Marketing Resources/Website creation		\$6,879		\$6,879		\$6,879		<b>\$20,637</b>
Internships		\$24,000		\$24,000		\$24,000		<b>\$72,000</b>
<b>TOTAL</b>	<b>\$40,000</b>	<b>\$88,991</b>	<b>\$40,000</b>	<b>\$88,991</b>	<b>\$40,000</b>	<b>\$88,991</b>	<b>\$120,000</b>	<b>\$266,974</b>

- The Contractor agrees to notify the REB prior to making any changes to the above approved budget, as it may require prior approval from the US Department of Commerce Economic Development Administration.



## **B. PAYMENT SCHEDULE**

1. Payments under this contract are on a cost-reimbursement basis.
2. All payments to the Contractor are contingent upon receiving funds from the US Department of Commerce, Economic Development Administration.
3. The Contractor shall submit requests for reimbursement on a monthly basis. Requests shall be submitted no later than 30 days following the close of the month.
4. The invoicing schedule will be divided into three (3) time periods (Year 1, Year 2, Year 3) coinciding with the budget in Section A of this Part of the contract.
5. Requests for reimbursement shall be submitted using the invoice form provided to the Contractor by the REB.
6. The Contractor shall submit two (2) invoices each month, one for direct reimbursable grant costs and the other for match costs.
7. The REB will commence the payment process upon receipt of complete and accurate invoices. Missing and/or incomplete invoices will delay the payment process.
8. Payment to the Contractor will be made within 30 days of receiving complete and accurate invoices.
9. The REB will accept requests for reimbursement from the President/CEO/Executive Director of the Contractor or an authorized fiscal representative.
10. All payments are contingent on the Contractor fulfilling its responsibilities as outlined in Parts I, III, and IV of this contract.



## PART III: GENERAL TERMS AND CONDITIONS

### A. DEFINITIONS

As used through this Contract, the following terms shall have the meaning set forth below:

1. "The REB" – The Metro North Regional Employment Board.
2. "Agreement" or "Contract" - this document, including all attachments, addenda, and, by reference, applicable Department of Labor (DOL) and Commonwealth of Massachusetts Regulations.
3. "Contractor" - Party engaged to render services or complete tasks for amounts specified in this contract document.
4. "Authorized Representatives" - any person or persons on board or chief elected official (other than the Contracting Officer) authorized to act for the head of the agency.
5. "Contracting Officer" - the person executing this contract on behalf of the funding agency, and any other individual who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer within the limits of his authority. The Contracting Officer will be the only individual who can legally commit the SDA to the expenditure of funds in connection with this contract or accomplish any contract changes.
6. "Subcontract" - includes all contracts, agreements or purchases, including purchase orders entered into by the contractor with a third party to procure property or services under this contract.
7. "WIOA" or Workforce Innovation and Opportunity Act which amended the Workforce Investment Act of 1998 to strengthen workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs and to promote individual and national economic growth.
8. DCS - Massachusetts Department of Career Services which has statewide responsibility for oversight of local DOL programs for the Governor.
9. DESE - Massachusetts Department of Elementary and Secondary Education which has statewide responsibility for oversight of local Education programs, including Adult Education.
10. DTA - Massachusetts Department of Transitional Assistance which has statewide responsibility for oversight of local DTA programs.
11. "Modifications" - Any changes, amendments, or emendations to this contract which affect the intent, cost, quality or length of contracted services.
12. "Participant" - An individual who has been determined to be eligible to participate in and who is receiving services (except for follow-up services) under a program authorized by WIOA Title I. Participation commences on the first day following determination of eligibility on which the individual begins receiving career services, training, or other services provided under WIOA Title I.
13. Stand-in Costs - Costs paid from non-Federal sources which a recipient proposes to substitute or Federal costs which have been disallowed as a result of an audit or other review.

### B. CONTRACTING OFFICER'S REPRESENTATIVES

The Executive Director of the REB may designate employees to act as his/her authorized representatives for certain specific purposes. Such designation shall not contain authority to resolve disputes, sign any contractual documents or approve any alteration to the Contract involving a change in scope, price, terms or conditions of the Contract.

**C. NON-DISCRIMINATION EMPLOYMENT & EQUAL OPPORTUNITY**

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, genetics, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I--financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant Contractor also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant Contractor's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant Contractor makes to carry out the WIOA Title I-financially assisted program or activity. The grant Contractor understands that the United States and Massachusetts have the right to seek judicial enforcement of this assurance.

**D. POLITICAL ACTIVITIES, LOBBYING PROHIBITION & ANTI-BOYCOTT WARRANTY**

The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. The Contractor will comply, where applicable, with the provisions of the Hatch Act, which limit the political activity of certain State and local government employees, along with contractors, subcontractors and participants funded through the use of WIOA funds. The Contractor shall comply with 29 CFR 93 regarding the restrictions on lobbying and the Certification and Disclosure requirements pursuant to Section 319 of Public Law 101-121. Pursuant to Executive Order 130, or as amended, neither the Contractor nor any affiliated company of the Contractor shall participate in or cooperate with any international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, or as amended; nor shall engage in conduct declared to be unlawful by MGL c.151E sec.2. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons, or a business entity or entities, which owns at least 51% of the ownership interest of the Contractor or any business entity which directly or indirectly owns 51% ownership interest in the Contractor.

**E. SECTARIAN ACTIVITY PROHIBITED**

No funds received under the WIOA program will be used for the promotion of religious worship, instruction, other religious activity or anti-religious activity. Participants in the program will not be employed in the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. WIOA funds may be used for maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship if the organization operating the facility is part of a program or activity providing services to WIOA participants.

**F. STATEMENT OF TAX COMPLIANCE**

Pursuant to M.G.L., Chapter 26C, Section 49A, the Contractor certifies that it has filed all state tax returns and paid all taxes as required by law.

**G. USE OF FUNDS**

1. Funds shall be used for those costs which are applicable to this Agreement. Funds shall not be used for the Contractor's general administration except those expenses applicable to the administration of this Contract.
2. No program funds shall be obligated for payment of:





- a. Costs incurred for the program prior to the date of this Agreement.
  - b. Costs incurred with respect to any action of the program after the Agency has requested that the Contractor furnish data concerning such action prior to proceeding further, unless and until the Contractor is thereafter advised by the Agency that there is no objection to so proceeding.
3. The Contractor agrees to refund to the Agency any payment or portions of payment which the Agency determines were not properly due to the Contractor under the terms of this Agreement.
  4. Public or private non-profit contractor revenues in excess of costs (which have been properly earned), shall be treated as program income. As such, the receipt and expenditure of these funds must be reported and records must be kept by the Contractor, documenting that these resources are being used to underwrite additional training, or training related services pursuant to the project or program which generated them, consistent with the purposes of WIOA. Furthermore, the Contractor must submit a written request to the Agency before using these funds accordingly. The Contractor agrees not to use these funds until receiving written approval from the Agency.

The Contractor shall not consider at any time, that such payment is considered profit. The Agency reserves the right to request the return of any or all program income.

5. The Contractor is required to document the existence of costs paid from non-Federal sources to operate the program which the recipient proposes to substitute for Federal costs which have been disallowed as a result of an audit or other review. The amount of such Stand-In costs will be a fixed percentage of the Contractor's total budget.
6. For Cost Reimbursement controls, the REB shall not be obligated to reimburse the Contractor for costs incurred in excess of the approved costs, and the Contractor shall not be obligated to incur expenses in excess of the approved costs unless through mutual agreement and formal written amendment to this contract.

#### **H. ADVERTISING**

All advertising related to this program i.e. press releases, newspaper articles, pamphlets and flyers, should refer to the REB as a funding source. Copies of such materials are to be sent to the REB Contracts Monitor. Such materials shall indicate that the REB is an equal opportunity employer/program and that auxiliary aids and services are available upon request to individuals with disabilities.

#### **I. MAINTENANCE OF EFFORT**

The Contractor's level of training in existence prior to the implementation of this Contract shall continue and not be reduced in level or effort in any way as a result of receiving funds under this Contract.

If jobs are provided through this Contract they shall result in an increase in employment opportunity over those which would otherwise be available. Such jobs shall not result in the displacement of currently employed workers, including partial displacement of such as reduction in working hours, and such jobs shall not infringe upon the promotional opportunities of currently employed workers. The Contractor shall not terminate, layoff or reduce working hours of an employee in anticipation of hiring an individual with WIOA funds. If layoffs occur during the contract period, the Contractor shall immediately notify the REB and shall not permit participants to remain working in substantially similar jobs. No participants shall fill a position normally provided by a temporary, part-time, seasonal or contracted worker. No participant shall fill an existing full-time vacancy, unless the Contractor can document to the satisfaction of the REB that such use of WIOA funds does not violate any of the other maintenance of effort requirement. Funds provided under the WIOA shall not be used to duplicate facilities or service available in the area (with or without reimbursement from Federal, State or local services) unless it is demonstrated that

alternative services or facilities would be more effective or more likely to achieve the Workforce Innovation and Opportunity Act performance goals.

## **J. AUDITS**

The Contractor agrees to adhere to the audit provisions contained in OMB Circular A-133 and submit to the REB their audit nine months after the close of the fiscal year funded under this contract.

The audit should include the following reports:

Overall Financial Reporting:

Preparation of Combined Financial Reports:

- Balance sheet
- Statement of revenues, expenditures and/or changes in fund balance
- Notes to financial statements
- Accountant's report (Opinion)
- Basis of presentation
- Consolidated statement of functional expenses

Coordination of Supplementary Data in Overall Financial Report Such As:

- Supplementary Schedule of Federal Awards
- Accountant's Report on Internal Control and Administrative Requirement
- Accountant's Report on Specific Compliance Matters
- Schedule of Findings and Questioned Costs
- Resolution of Prior Audit Findings
- Filing of State and Federal Taxes for the two most recent years.
- Corrective action plan to explain findings or why corrective action plan is not needed

Evidence of Financial Integrity

In Order To Execute A Contract the REB Requires That:

1. A non-profit Contractor must provide the REB with a copy of its latest independent certified audit and most recent filing of Massachusetts Form PC, within 60 days of contract signing.
2. A for-profit Contractor must provide the REB with a copy of its latest independent certified audit or evidence of adequate Cash Flow capacity, within 60 days of contract signing.
3. Audits are to be for no less current a period than the Contractor's most recently concluded fiscal year.
4. The audit opinion is to be unmodified.
5. In the event of a modified opinion, lack of clarity in the Statements, and/or a finding or questioned costs, the REB requires a written Plan of Corrective Action prior to executing a contract.
6. Upon request, a list of the contractor's Board of Directors must be submitted.
7. A public-body Contractor will be assumed to be financially reliable.
8. A Contractor in existence less than one year need not be required to present an audit. Such Contractor may instead present evidence of adequate Cash Flow capacity.



#### **K. INDEMNIFICATION**

The Contractor will proceed and hold the REB harmless from any and all loss, claims, expenses, actions, causes of actions, costs, damages and obligations, final or otherwise, arising from any and all acts of the Contractor, its agents, employees, or licenses that result in injury to persons, damage to property or loss to the REB. The Contractor shall carry sufficient insurance to cover any of the above costs and/or actions.

#### **L. CERTIFICATE OF INSURANCE**

1. The Contractor shall procure and thereafter maintain Workers Compensation, employer's liability, comprehensive general liability (bodily injury), "employee dishonesty", and comprehensive automobile liability (bodily injury and property damage) insurance as the Contracting Officer will from time to time require with respect to insurance, under this contract. Instead of Worker's Compensation insurance, the Contractor may with the approval of the Contracting Officer, maintain a self-insurance program. All insurance required shall be in such form and in such amounts as the Contracting Officer may from time to time require or approve, and with insurers approved by the Contracting Officer.
2. The Contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer any other insurance maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement hereunder.
3. The Contractor shall be reimbursed for the portion allowable to the contract for the reasonable cost of insurance as required or approved pursuant to the provisions of this clause.
4. Upon signing the contract, the contractor will submit to the REB Certificates of Insurance for the above captioned areas.

#### **M. AVAILABILITY OF FUNDS**

This Agreement is contingent upon the receipt of funds and continued authorization for program activities. In the event that such funds become unavailable for any reason or authorization for program activities is withdrawn or otherwise modified, the REB has the unilateral right and absolute discretion to terminate this Agreement.

#### **N. PROGRAM CANCELLATION**

If the program provider is not able to recruit 80% of projected enrollment, the REB has the option to cancel the program and terminate this agreement. Notification of cancellation will be made in writing at least one (1) week in advance of the beginning of the program.

#### **O. CORRECTIVE ACTION**

If a contractor's performance is found not to comply with program performance as outlined in the contract, the contractor may be required to develop a corrective action plan.

The following are reasons for which a contractor may be required to develop such a plan:

1. A high rate of negative terminations, or terminations not meeting criteria as outlined in Part I.
2. Changes in program curriculum, scheduling, or student/teacher ratio from Part I of this agreement which have not been approved by the grants manager.
3. Any other situation or condition significantly impacting the successful completion of this agreement.

The REB shall reserve the right to place sanctions on the Contractor for deficiencies concerning program performance or for noncompliance with the WIOA Act, DCS regulations, or the REB's stated policies. Wherever

feasible, the REB shall give the Contractor an opportunity to prepare and carry out a corrective action plan. However, the REB's failure to provide the Contractor with an opportunity for corrective action shall not prevent it from imposing sanctions. Such sanctions may include, but are not limited to:

- Termination or reduction of contract allocation.
- Withholding of payment.
- Debarment of particular Contractor's or sub-contractor(s).
- Repayment from non-WIOA funds for violations of law and regulations.

#### **Q. TERMINATIONS**

1. Without Causes - Either party may terminate this Contract by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of termination as stated in the notice, or such other period as is mutually agreed in advance by the parties.
2. For Cause - If the Contractor fails to perform under this Contract or fails to make sufficient progress so as to endanger or fails in any way to comply with the terms and conditions of this Contract, the REB may terminate this Contract, in whole or in part, by giving written notice to the Contractor at least ten (10) calendar days before the effective date of termination stated in the notice. The notice shall state the reason(s) for termination and will state a reasonable period, not less than (10) calendar days, during which the reason(s) for termination will be remedied, subject to the approval of the REB.
3. Emergency – The REB may terminate or suspend this Contract by providing written notice to the Contractor stating the grounds for the REB action, in the form of telegram, mailgram, hand carried letter or other appropriate written means, if the REB determines that immediate action is necessary to protect state and/or federal funds or property or to protect person from injury. Such termination or suspension action shall be effective upon receipt of notice of either suspension or termination by the Contractor.

In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from the REB specifying requisite action(s) by the Contractor to remove the suspension, a proposed timetable for meeting those requirements and a description by the REB of allowable activities and costs, if any, during the suspension period.

Failure by the Contractor to remedy the stated deficiencies according to the timetable prescribed by the REB shall be cause for immediate termination.

4. Notwithstanding the terms contained in this section, in the event of termination, the Contractor shall not be relieved of liability to the REB for injury or damages sustained by the REB by virtue of any breach of this contract by the Contractor. In the event of termination pursuant to this Section, the REB will withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the REB from the Contractor is determined.
5. Upon termination, all documents, finished or unfinished, data, studies and reports prepared by the Contractor pursuant to this Contract shall become the property of the REB.
6. The REB shall promptly pay the Contractor for all services performed to the effective date of termination provided the Contractor is not in default of the terms of this Agreement and submits to the REB properly completed invoices, with supporting documentation covering such services no later than 30 days after the effective date of termination.
7. Termination for Convenience of the REB by written notice will terminate the Contract, in whole or in part, by 30 days written notice when it is in the best interest of the REB. In such event, the Contractor shall receive payment for all work properly performed in an amount not to exceed the total obligated amount for the particular costs involved.



## **R. HEALTH AND SAFETY**

Appropriate standards for health and safety in work and training situations will be maintained. All training and/or instruction provided to participants under the WIOA program will take place in an environment where appropriate standards for health, safety and comfort are maintained. Participants in on-the-job training operated with WIOA funds as defined in 20 CFR Part 663.700, are subject to the same health and safety standards established under State and Federal law which are applicable to similarly employed employees, of the same employer, who are not participants in programs under WIOA. Facilities will be adequately heated and ventilated; with adequate toilet, rest and lunch areas; easy access to potable water; and separate and clearly delineated non-smoking areas.

## **S. INVOICING**

1. Invoices will be paid 30 days after receipt at the REB, contingent upon receipt of funds by the REB from the funding source. All invoices submitted should be for training services provided in the previous month and should be submitted no later than 30 days after the end of the month. If invoices are submitted later than 60 days after the end of the month, the Contractor may be placed on fiscal corrective action.
2. Invoices should be received no later than thirty days after termination of the Contract. Payment of invoices submitted later will be significantly delayed.

## **T. NON ASSIGNABILITY**

This agreement is between the REB and the Contractor. All monetary recompense for training shall be paid by the REB as outlined in the Payment Schedule. Participants will not be liable for any portion of this payment or for monies not earned due to performance. Also, the contractor will not charge participants for books, tools, supplies, fees, or any other cost associated with this training program. All costs for the Training program named herein are included in the contract total. The contract total represents the total amount of monies that may be earned, based upon performance under this contract.

## **U. ASSIGNMENT BY CONTRACTOR**

The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under this Contract, provided however, that the REB may approve the assignment of present and prospective claims for money due and owing to the Contractor pursuant to this Contract to a bank, trust company or other financial institution insured by the Federal Deposit Insurance Corporation (FDIC).

Absent such approval by the REB, or other judicial mandate or legislative requirement, the REB shall have no legal obligation to transfer any payments to the Contractor's assignee. Any authorized complete or partial assignment of the Contractor's interest in this Contract shall require the assignee to supply such information as the REB deems necessary to comply with the Commonwealth's rules and regulations governing contracts for services, and shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the REB against the Contractor without such assignment.

## **V. REPORTING REQUIREMENTS**

The Contractor agrees to submit to the REB the reports outlined in PART I of the document.

## **W. ACCOUNTING RECORDKEEPING**

The Contractor shall maintain its own accounting system which, at a minimum, must include Books of Original Entry, a Ledger or other mechanism for summarizing the result of transactions, and all supporting documentation.

1. Books Of Original Entry Must Include, But Are Not Limited To:

- |                       |                     |
|-----------------------|---------------------|
| a. Cash Receipts      | d. Payroll Register |
| b. Cash Disbursements | e. General Journal  |
| c. Expense Register   |                     |

For convenience, elements may be combined (e.g. Cash Disbursements/Expense Register).

2. Documentation Must Include But Is Not Limited To:

- a. All bank statements and reconciliations;
- b. Time attendance records and payroll records;
- c. Staff travel authorization and vouchers;
- d. Inventories of equipment obtained with grant funds;
- e. Documentation covering match contributions; program income and stand-in costs;
- f. Invoices, purchase orders, leases and receiving and inspection reports;
- g. Contract files containing the agreement, amendments, and copies of all billing.

**X. RECORDS**

The Contractor will keep full and detailed accounts and records as may be necessary for the proper financial management under this contract and shall retain records for a period not less than three years. All records relating to this contract become the property of the REB.

Examination of Records

1. The Contractor agrees that the REB, or any of their duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.
2. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the REB, its funding sources and any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract.

3. Inspection

The Contractor agrees that the REB, or any of their duly authorized representatives shall, until the expiration of three years after the date of submission of the final expenditure report under this contract, have the right to examine or audit any pertinent books, documents, papers and records of the Contractor involving transactions related to this contract, the right to interview employees of the Contractor with respect to transactions related to this contract and the right to enter onto the premises of the Contractor at all reasonable times in order to have access to such books, documents, papers, records and employees.

If prior to the expiration of the three year retention period, any litigation or audit is begun or a claim is instituted involving the grant or agreement covered by the records of the Contractor, the Contractor shall retain the records beyond the three year period until the litigation, audit findings or claim has been finally resolved.

Without limiting the REB's other legal remedies, in the event that the Contractor fails to comply with the provision, the parties agree that the REB may obtain specific performance of the clause through the courts.

The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the REB its funding sources and any of their duly authorized representatives shall,





until the expiration of three years after the final payment under the subcontract, have access to and the right to examine or audit any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

4. Records Closeout

All parties to this Agreement understand and agree that an interim expense report and backup closeout documentation must be completed and available to the REB for approval within sixty days of termination of this Agreement. The final expense report must be available with final closeout documentation within thirty days of termination of this Agreement.

**Y. SUBCONTRACTS**

1. The Contractor shall obtain the written consent of the REB prior to placing any subcontract. The REB will, at its discretion, ratify in writing any such subcontract; such action shall constitute the consent of the REB.
2. The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost plus or a percentage of cost basis.
3. The REB will have discretion to specially approve in writing any of the provisions of a subcontract. However, such approval or the consent of the Grants Manager obtained as required by this clause shall not be construed to constitute a determination of the allowability of any cost under this contract, unless such approval specifically provides that it constitutes a determination of the allowability of such cost.
4. The Contractor shall give the REB immediate notice of any claim made against the Contractor by any subcontractor or vendor which in the opinion of the Contractor, may result in litigation, related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the REB.
5. The consent, approval, or ratification of a subcontract or any terms thereof shall not put the REB in contractual privity with the subcontractor; shall not unless otherwise stated, constitute an endorsement or approval of any provision of the subcontract; and shall not relieve the Contractor of his responsibility for the performance and provision of services under this contract.
6. The REB shall approve all contracts and subcontracts.

**Z. UTILIZATION OF MINORITY BUSINESS ENTERPRISES**

1. It is the policy of the government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of the government contracts.
2. The Contractor agrees to use his best efforts to carry out the policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business at least 50% of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Black, Asian, Pacific Islander, American Indian, Alaskan Native, and/or Hispanic. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.
3. In this regard, the Contractor shall establish a workable policy that will enable minority business enterprises to be considered fairly as subcontractors and suppliers under this contract, by providing them with an equitable opportunity to compete for subcontracts where reasonably possible.



## **AA. MONITORING ACCESS**

The Contractor recognizes the monitoring responsibility of the REB as principal funding source and will make available staff and trainees to provide an opportunity to track program progress in a fashion designed to least interfere with the regular training routine. Monitoring visits shall include examination of participant case files, observation of program activities and interviews with staff and participants. Records may be copied if necessary.

At any time during the term of this Agreement, the Contractor shall permit, in addition to the REB Monitor, the Secretary of Labor, Comptroller General, DCS, or their designated representatives to conduct on site evaluations and monitor program performance to ensure compliance with the terms of this Agreement.

At any time during normal business hours and as frequently as the REB, DOL, DCS, or any funding source deems necessary, there shall be made available for examination and audit, all contracts, invoices, payroll records, general ledger and supporting accounting records, personnel files, attendance records and any other data relating to all matters covered by this Agreement.

## **BB. MODIFICATIONS**

The Contracting Officer will at any time, by written order, and without notice to the sureties, make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of, or time required for performance of any part of the work under this contract, whether changed or not by any such order, an equitable adjustment shall be made in the contract price and shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from date of receipt by the Contractor of the notification of changes; provided, however, that the Contracting Officer, if he decides that the facts justify such action, will receive and act upon any such claim asserted at any time prior to final payment under this contract.

All cost items subject to variation beyond the control of the Contractor shall be subject to renegotiation between, the REB and the Contractor. Failure to agree to any adjustment shall be a dispute concerning a question of facts within the meaning of the clause or this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

Both parties shall approve all contract and subcontract modifications. Contract and subcontract modifications shall be accomplished on an authorized Contract Modification Sheet.

In situations where, cost increases are the direct result of legislation or collective bargaining agreements, this contract shall be modified to reflect those changes.

## **CC. DISPUTES**

1. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Grants Manager, who shall present a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of Grants Manager shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Grants Manager a written appeal addressed to the funding agency. The decision of the funding agency or its duly authorized representatives for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder the Contractor shall proceed efficiently with the performance of this contract and in accordance with the Grants Manager's decision.
2. This "Dispute" clause does not precede consideration or law questions in connection with decisions provided





for a paragraph (a) above: Provide, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

#### **DD. GRIEVANCE PROCEDURE POLICY**

Pursuant to the procedures set forth below, any individual or organization may file a grievance alleging a violation of the Workforce Innovation and Opportunity Act, rules, regulations, grants or other agreements made under the programs by the Commonwealth of Massachusetts, subrecipients or contractors. Grievances that do not involve a violation of the regulations, grant terms or other agreements under the programs are not subject to this procedure. With the exception of complaints alleging fraud, criminal activity or discrimination, the filing of a grievance under WIOA must be made within two years of the date of the alleged violation. Grievances under WIOA alleging discrimination, including those alleging gender discrimination, must be filed within one hundred eighty (180) days of the date of the alleged violation.

Where the alleged violation of program regulations is also an alleged violation of another law, regulation or agreement, nothing in this procedure precludes an individual or organization from filing a complaint or grievance under such other law or agreement with respect to the non-WIOA cause of action, at the same time that a grievance under this procedure is pending.

Any Contractor who is the recipient of WIOA funds shall continue to operate or shall establish and maintain for WIOA participants a grievance or complaint procedure relating to the terms and conditions of employment.

Contractors must inform participants of the grievance or complaint procedure they are to follow. The Contractor's procedures must provide, upon request by the complainant, a review of the Contractor's decision by the Department of Career Services or its designee and by the Governor or his/her designee, if necessary, in accordance with 20 CFR Parts 627.501, 627.502, 627.503, 627.504 and 20 CFR Part 645.270 (f).

- (a) The Contractor agrees to implement and maintain an Equal Employment Opportunity Program. Such a program shall include (but is not limited to):
  - 1. Formulation and maintenance of a grievance resolution system for participants and staff.
  - 2. Notification to all participants and staff, in writing, at enrollment or hire, of the Program's Grievance Resolution System, as well as the EEO compliance and other related activities.
  - 3. Designation of staff within the Contractor as responsible for EEO compliance and other related activities.
  - 4. Designation of a Grievance Officer.
- (b) Any Contractor that does not maintain an Equal Employment Opportunity Program agrees to fully participate in the Equal Employment Programs and activities established by Department of Career Services, including procedures to be established for monitoring EEO activities.
- (c) This grievance procedure shall be used in all protests, disputes and claims causes in reference to this Agreement.

#### **EE. OWNERSHIP OF MATERIALS**

All reports, data, and material prepared by the Contractor under his agreement or furnished to the Contractor by the REB, its representatives, or otherwise obtained or prepared under the terms of this agreement, shall remain the property of the REB.



## **FF. COPYRIGHTS, PATENTS**

Nothing produced in whole or in part under this agreement shall be subject to copyright or patent by or on behalf of the Contractor, unless the REB is given unlimited license to use such copyright or patent.

## **GG. CONFLICTS OF INTEREST**

1. The Contractor warrants that it has not employed or retained any company or person other than a bonafide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other considerations, contingent upon or resulting from the award or making of this contract.
2. Contractor warrants that no individual formerly employed by the Federal Manpower Administration or the REB has or will perform representational activities before the REB on behalf of the contractor. For the purposes of this paragraph, individuals so formerly employed (above) shall mean an individual who within the last two years was employed, with or without compensation, in the Federal Manpower Administration or in the REB or any subdivision thereof in a position equal to GS-14 or above, and provided that this shall not include those individuals who were employed or retained as consultants for a period of less than sixty (60) days in any twelve months period within the two (2) years. Further, representational activities here shall mean any appearance, conversation or other direct contact, including telephonic conversations, and any correspondence with the REB or any subdivision or employee thereof, in relation to the contract or grant or modification there to containing this clause. In the event of breach or violation of this warranty by the Contractor it is agreed that the REB or the Commonwealth of Massachusetts shall have the right to annul this contract or grant without liability to the Government if the REB or Commonwealth of Massachusetts determines in its discretion that it is in the interest of the Government to do so, or to debar the Contractor, or grantee or both. Such remedies are separate from and in addition to any other remedy provided elsewhere under this contract or the Grant and in addition to applicable EOEA and State Regulations.

No officer, member, or employee of the REB and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall (a) participate in any decision relating to this agreement which affects this personal interest of any corporation, partnership or association in which he is, directly or indirectly interested; or (b) have any interest, direct or indirect, in this agreement or the proceeds hereof. A Sample Code of Conduct Policy is available from the Contracting Officer.

## **HH. DISCLOSURE OF CONFIDENTIAL INFORMATION**

The Contractor agrees to maintain the confidentiality of any information regarding trainees, project participants or their immediate families which may be obtained through Contract forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the trainee or participants, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the contract and to persons having responsibilities under the contract, including those furnishing services to the project under subcontracts. The Contractor shall further comply with the provisions of the Fair Information Practices Act. Ch.776 of the Acts of 1975, and with the regulations promulgated thereunder by the Executive Office of Economic Affairs.

## **II. EPA ASSURANCE**

For grants, subgrants, contracts and subcontracts in excess of \$100,000, or where the grant officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been subject of a conviction under the Clean Air Act (42 U.S.C. 1857C08 (c)-9(c)(1) ) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C) ) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: No facility to be utilized in the performance of the proposed grant has been listed on the EPA list of Violating Facilities.



It will notify the REB, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, including that a facility to be utilized for the grant is under consideration to be listed on the EPA list of Violating Facilities.

It will include substantially this assurance, including this third part, in every non-exempt subgrant, contract or subcontract.

**JJ. FIDELITY BOND**

If the Contractor receives advance payments, the Contractor shall obtain a personal fidelity bond of \$50,000 for each of its employees who is permitted to engage in financial transactions involving contract funds. Bonding should include but not be limited to Contractor employees who handle payroll.

**KK. SEPARATE ACCOUNTS**

If the Contractor receives advance payments, the Contractor must be able to track and provide an accounting of all funds received from the REB pursuant to this agreement and shall use such funds solely for purposes set forth in this agreement.

**LL. PELL GRANTS**

Contractor shall be responsible for ensuring the filing of Contracts for Pell Grant or Supplemental Education Opportunity Grant (SEOG) assistance or any other assistance available for each Participant enrolled in a Pell Grant or SEOG approved course. The Contractor shall reduce the amount due to the Contractor, or remit to Metro North Regional Employment Board (the REB) the portion of the Pell Grant to be applied to the cost of tuition, fees and books, if received after the termination of training. No compensation shall be earned or deemed payable for services provided to a WIOA program participant to the extent that any such services are paid for, directly or indirectly, through a Pell Grant (or Supplemental Education Opportunity Grant (SEOG)) or by any other source. The Contractor shall take sufficient actions to assure that WIOA programs will not be charged when other assistance is available.

**MM. PROPERTY**

No WIOA funds may be expended for the acquisition of real property. Real property means land and structures there to, excluding movable machinery and equipment.

The Contractor shall keep an adequate inventory of any and all equipment, supplies and materials with a unit price of \$250 or more purchased with funds pursuant to the approved budget. All unused expendable and non-expendable property shall remain the property of the WIOA program, and shall be returned to the REB as the Funding Agency at the end of the contract period, unless the Contractor receives different instructions in writing from the REB.

**NN. NEPOTISM**

No Contractor will hire a person in an On-The-Job Training position, administrative capacity or consultant position funded under WIOA if the individual or a member of his/her immediate family is employed in the administrative capacity of DOL, Executive Office of Labor and Workforce Development (EOLWD), or the Contractor. The Contractor agrees to inform EOLWD of any potential violation of the nepotism restriction.

**OO. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION**

Parties to this Agreement will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1979 (P.L. 91-646) which requires fair and equitable treatment of persons displaced as a result



of Federal and federally-assisted programs.

**PP. CHILD LABOR**

No participant under 18 years of age will be employed in any occupation which the U.S. Secretary of Labor has found to be particularly hazardous for persons between 16 and 18 years of age (a list of such occupations is published in 29 CAR Part 1500, Subpart E). Any eligible trainees under 16 years of age will be employed only in accordance with limitations imposed by 29 CAR Part 1500 Subpart C.

**QQ. RULES OF CONSTRUCTION**

In any litigation between the parties hereto, Commonwealth of Massachusetts statutes shall apply, and Massachusetts rules of contraction will be followed.

**RR. DRUG FREE WORKPLACE**

The Contractor agrees to adhere to the Drug Free Workplace Regulations and will so attest.

**SS. UNIONIZATION AND ANTI-UNIONIZATION**

No contract funds shall in any way be used to either promote or oppose unionization.

**TT. SEVERABILITY**

If any Articles or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both the REB and the Contractor shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest permitted by law.

**UU. CERTIFICATION REGARDING DEBARMENT**

The Contractor certifies, that neither it nor its principals

- (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) Have within the 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification of destruction of records, making false statements or receiving stolen property.
- (c) Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) above.
- (d) Have within the 3 year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

**VV. PROVISION OF CHILD CARE**

The Contractor certifies that, at the time of this Contract, it is in compliance with the provisions of the Massachusetts Acts of 1990, c.521 sec. 7 as amended by the Massachusetts Acts of 1991, c.329 and 102 CMR 12.00, and that the Contractor is either a "qualified employer" (it has fifty (50) or more full time employees and has established a dependent care program, child care tuition assistance program, or on-site or nearby child care placements) or the Contractor is an "exempt employer".



**WW. TERMINATION OF ELIGIBILITY DUE TO INACCURACY OR NONCOMPLIANCE**

- (a) Eligible Providers determined to have intentionally supplied inaccurate information on their Contract, performance information, program description or cost information shall have their eligibility to receive REB funds terminated for a period not less than 2 years.
- (b) Eligible Providers determined to have substantially violated any requirement of the Workforce Innovation and Opportunity Act may have their eligibility to receive WIOA funds terminated for the program involved.
- (c) Eligible Providers who are terminated under paragraph (a) or (b) above, shall be liable for repayment of all funds received for the program during any period of noncompliance described in such paragraph.

**XX. ELIGIBILITY, PERFORMANCE AND COST INFORMATION TRACKING**

The Contractor hereby agrees that it will collect and track the following program specific information:

- (a) Documentation for program eligibility, including but not limited to age, citizenship, income, and grade levels, etc. This information must be provided to designated Career Center representatives. In some cases, personal information is kept confidential by governmental agencies. In such cases, the Contractor agrees to verify requested information on a standardized form or make arrangements with governmental agencies to obtain the information and provide it to the Career Centers.
- (b) The program completion rates for all individuals participating in the applicable program, including individuals who are not receiving assistance under WIOA section 134 and individuals who are receiving such assistance.
- (c) The percentage of all individuals participating in the applicable program who obtain unsubsidized employment, which may also include information specifying the percentage of the individuals who obtain unsubsidized employment in an occupation related to the program conducted, including individuals who are not receiving assistance under WIOA section 134 and individuals who are receiving such assistance.
- (d) The wages at placement in employment for all individuals participating in the applicable training, including individuals who are not receiving assistance under WIOA section 134 and individuals who are receiving such assistance.
- (e) For individuals who received assistance under WIOA section 134, the retention rates in unsubsidized employment of participants who have completed the applicable program, in the fourth quarter after exit.
- (f) For individuals who received assistance under WIOA section 134, the wages received by participants who have completed the applicable program, in the fourth quarter after exit.
- (g) For individuals who received assistance under WIOA section 134, where appropriate, the rates of licensure or certification, attainment of academic degrees or equivalents, or attainment of other measures of skills, of the graduates of the applicable program.
- (h) Information on program costs (such as tuition and fees). All information shall be collected in a manner that shall facilitate verification of the data. In order to retain eligibility to receive WIOA Title I funds for training services under section 134, the Contractor shall submit, at least annually, under procedures established by the Governor the information outlined above.



Metro North Regional Employment Board

*"Building Partnerships for a Better Workforce"*

## **PART IV: ATTACHMENTS**

# **ATTACHMENT A**

# **SPECIAL AWARD CONDITIONS**



**SPECIAL AWARD CONDITIONS**  
**U.S. DEPARTMENT OF COMMERCE**  
**Economic Development Administration (EDA) (the "Government")**

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**NON-CONSTRUCTION PROJECTS:** Grants under Section 27 of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. §3722)—Regional Innovation Strategies (RIS) Program (i6 Challenge, Seed Fund Support Grants competition)

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**AWARD**

This award number **ED17HDO0200010** (the "Award"), to Metro North Regional Employment Board Inc. (together with those co-recipients, if any, named on the Form CD-450), (the "Recipient"), supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on **Form to Factory: Supporting Advanced Manufacturing in Massachusetts' Northeast Region** (the "Project") must be consistent with the *Authorized Scope of Work* as detailed in **Appendix A**, the *Authorized Budget* as detailed in **Appendix B**, and the *Staffing Plan* as detailed in **Appendix C**, unless the Grants Officer has authorized a modification of the scope of work, the budget, or the staffing plan in writing through an amendment memorialized through execution of a Form CD-451. The *Authorized Scope of Work* for this project is included in **Appendix A**, the *Authorized Budget* is included in **Appendix B**, and the *Staffing Plan* is included in **Appendix C**.

The application, including any attachments, project descriptions, and subsequently submitted supplemental documentation are hereby incorporated by reference into this Award. Where the terms of the application materials and the Award differ, the terms of the Award shall prevail.

**UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL ASSISTANCE AWARDS**

Along with other controlling law, this Award is governed by the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements* (Uniform Guidance) as set forth in 2 C.F.R. part 200, which streamlines the language from eight existing OMB circulars, including Cost Principles (OMB Circulars A-21, A-87, A-122) and Uniform Administrative Requirements (OMB Circulars A-102 and A-110), into one consolidated set of guidance applicable to federal assistance awards. Please note that the Uniform Guidance superseded DOC's Uniform Administrative Requirements, which were found at 15 C.F.R. parts 14 and 24.

**LEAD RECIPIENT DESIGNATION AND OBLIGATIONS [IF APPLICABLE]**

This Award is made to multiple Recipients as identified in the Financial Assistance Award Form CD-450. The Government has requested that one of the Recipients be designated as the Lead Recipient to facilitate the administration of this Award. The Recipient named first in the Recipient name block on the Form CD-450 has agreed to be designated as Lead Recipient. The Co-Recipients acknowledge, agree with and consent to this designation. The Recipients agree that all funds available pursuant to this Award shall be solely disbursed by the Government to the Lead Recipient. The Lead Recipient agrees to be solely responsible for the further disbursement of all such funds received from the Government pursuant to this Award strictly in accordance with the *Authorized Budget* that is part of this Award and all applicable requirements of the Government as identified and set forth on the Financial Assistance Award Form CD-450. The Lead Recipient further agrees to be solely responsible for accumulating all necessary information for and the submission of all reports required to be submitted to the Government pursuant to this Award.





## PROJECT DEVELOPMENT TIME SCHEDULE

The Recipient agrees to the following Project development time schedule:

Action Item	Due
Return of Executed Financial Assistance Award (Form CD-450) or Amendment (Form CD-451)	No later than (NLT) 30 calendar days after receipt of Form CD-450/CD-451
Scheduling of Kick-Off Meeting	NLT 30 calendar days after receipt of Form CD-450/CD-451
Finalization of Work Schedule	NLT the date of the Kick-Off Meeting
Submission of Final Project Progress Report	NLT 90 calendar days from the Award End Date
Submission of Final Financial Documents (SF-425)	NLT 90 calendar days from the Award End Date

The Recipient shall diligently pursue the development and implementation of the Project upon receipt of an EDA Award so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event which could substantially delay meeting any of the milestones or deadlines for the Project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA's imposing remedies for noncompliance, including termination of the Award, in accordance with the regulations set forth at 2 C.F.R. §§ 200.338 through 200.342, as applicable.

## PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS

### Award Disbursements

EDA will make Award payments using the Department of Treasury's Automated Standard Application for Payments (ASAP) system. The Recipient is required to furnish documentation as required by ASAP including but not limited to Recipient and Requestor Identification Numbers. Complete information concerning the ASAP system may be obtained by visiting [www.fms.treas.gov/asap](http://www.fms.treas.gov/asap).

In order to receive payments, Recipients must submit a Form SF-270 "Request for Advance or Reimbursement" for the applicable period electronically to the Project Officer, who will review and process the request.

Please note that prior to the initial disbursement, Recipients must complete the attached Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" and submit it to NOAA's Accounting Office **BY FACSIMILE (FAX)** to (301) 528-3675 (**fax is required to secure confidentiality of sensitive information**). The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

### Reports

#### Performance Progress Reports

The Recipient agrees to provide EDA with Performance Progress Reports, which will communicate the important activities and accomplishments of the Project, on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof. Required metrics will be mutually agreed on with the Recipient at the Project kick-off meeting, and must include the metrics outlined in the attachment entitled "i6 2016 metrics.pdf" or "SFS 2016 metrics.pdf" in addition to those identified in the Recipient's proposal. Per the required metrics tables, certain metrics will require the Recipient to report for up to three years following the close-out of the Award on outcomes obtained as a result of this Award. In order to track the required metrics, the Recipient must employ a data management system/client management system which includes





keeping a log to capture major activities. When a Performance Progress Report is due, EDA strongly encourages the Recipient to submit the required metrics in a machine-readable format (e.g., in an Excel spreadsheet).

Reports are due no later than one month following the end of the reporting period. All reports should be submitted via the Grants Online grants management portal and comply with the following guidance:

Performance Progress Reports should be submitted to EDA in an electronic format no later than the dates outlined above in a concise, clear format, which outlines the following information in no more than three to six pages:

- a. Provide a clear, concise overview of the activities undertaken during the reporting period;
- b. Document accomplishments, benefits, and impacts of the Project and activities. Recipients should note specific outcomes where activities have led to job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, and other positive economic benefits;
- c. Highlight any upcoming or potential press events or opportunities for collaborative press events to highlight Project activities and benefits;
- d. Compare progress with the Project timeline, explaining any departures from the targeted schedule, identifying how these departures will be remedied, and projecting the course of work for the next period;
- e. Outline challenges that currently impact or could impact progress on the Project over the next reporting period and identify ways to mitigate this risk; and
- f. Outline any areas where EDA assistance is needed to support the Project or any other key information that would be helpful to your EDA project officer to know.

#### Final Project Performance Reports

Final Project Performance Reports must be submitted no more than 90 calendar days after the expiration of the period of performance (*i.e.*, the Award end date specified on the Form CD-450 or Form CD-451) and may be posted on EDA's website, used for promotional materials or policy reviews, or may be otherwise shared. Recipients should clearly identify any information that may constitute a trade secret or may be commercial or financial information that is confidential or privileged in these reports. There is no minimum or maximum page requirement for Final Project Reports; however, such reports should concisely yet completely communicate key Project information as follows:

- a. Outline the specific regional need that the Project was designed to address and progress made during the award period of performance that will mitigate that need and advance economic development;
- b. Provide a high-level overview of the activities undertaken;
- c. Detail lessons learned during the period of performance that may be of assistance to EDA or other communities undertaking similar efforts;
- d. Outline the expected and actual economic benefits of the Project at the time that the report is written;
- e. A report that aggregates all required metrics from the previously submitted performance reports (note - EDA strongly encourages the Recipient to submit the aggregate report in a machine-readable format, such as an Excel spreadsheet); and
- f. Any other key information from the period of performance.



### Financial Reports

The Recipient shall submit a "Financial Status Report" (Form SF-425) on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project period. Form SF-425 (and instructions for completing this form) is available at:

[http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html). Reports are due no later than one month following the end of the period.

A final Form SF-425 must be submitted no more than 90 calendar days after the expiration of the period of performance (*i.e.*, the Award end date specified on the Form CD-450 or Form CD-451). Final financial reports should follow the guidance outlined by the form instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire period of performance, and that all matching funds and program income (if applicable) are fully reported. **Final grant rate and determinations of final balances owed to the Government will be determined by the information on the final Form SF-425, so it is imperative that this final financial form is submitted in a timely and accurate manner.**

### **ALLOWABLE COSTS AND AUTHORIZED BUDGET**

The *Authorized Budget* for this award is set forth in Appendix B. Total allowable costs will be determined at the conclusion of the period of performance in accordance with the administrative authorities applicable pursuant to the "Financial Assistance Award" (Form CD-450), including the applicable requirements as set forth in the Uniform Guidance, after the final financial forms, including any required documentation, are submitted. Note that use of funds for venture capital or equity investments are not allowable costs and neither EDA funds nor Matching Share funds may be used for such purposes. Furthermore, neither EDA funds nor Matching Share funds may be used as an award, prize, or loan to any individual.

### **FEDERAL SHARE**

For the purposes of this Award, the Federal share is the amount of EDA funds invested under the Award, while the non-federal share, or "Matching Share," means non-EDA funds and any in-kind contributions that are approved by EDA and provided by the Recipient or parties as a condition of the Award. Awards that include the Federal and non-Federal share incorporate an estimated budget consisting of shared allowable costs. If actual allowable costs are less than the total approved estimated budget, the Federal share and Matching Share shall be calculated by applying the approved federal and non-federal cost share ratios to actual allowable costs. If actual allowable costs are greater than the total approved estimated budget, the Federal share shall not exceed the total Federal dollar amount authorized by this Award.

### **MATCHING SHARE**

The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible Project costs in proportion to the Federal share requested for such Project costs. The Recipient also certifies that, in accepting the Financial Assistance Award, the Recipient's Matching Share of Project costs is committed and unencumbered, from authorized sources, and shall be available as needed for the Project.

### **REFUND CHECKS, INTEREST, OR UNUSED FUNDS**

Treasury has given the EDA two options for having payments deposited to EDA's account:

### **Option 1: Pay.Gov**

This option allows the payee to pay EDA through the Internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.

### **Option 2: Paper Check Conversion**

All checks must identify on their face the name of the Department of Commerce (DOC) agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA's Accounting Office, who processes EDA's accounting functions at the following address:

U.S. Department of Commerce  
National Oceanic and Atmospheric Administration  
Finance Office, AOD, EDA Grants  
20020 Century Boulevard  
Germantown, MD 20874

The accounting staff will scan the checks in to an encrypted file and transfer to the Federal Reserve Bank, where the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If you are remitting funds to EDA via check, please make note of the following:

- If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.
- EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (EFT) cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, EDA will charge you a one-time fee of \$25.00, which will be collected by EFT.

### **PROCUREMENT**

The Recipient agrees that all procurement transactions shall be in accordance with the Procurement Standards of the Uniform Guidance set out at 2 C.F.R. §§ 200.317 through 200.326, as applicable. Furthermore, in accordance with 2 C.F.R. § 200.318(a), the Recipient must have written procurement procedures that conform to federal, state, and local law.

### **NONRELOCATION**

In signing this Award of financial assistance, the Recipient(s) attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation, or the movement of existing jobs from one region to another region in competition for those jobs. In the event that EDA determines that its assistance was used for such purposes, EDA retains the right to pursue appropriate enforcement action in accord with the DOC Financial Assistance Standard Terms and Conditions of the Award, including suspension of disbursements and termination of the award, which may include the establishment of a debt requiring the Recipient to reimburse EDA.



## PERFORMANCE MEASURES

The Recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010. Recipients are to retain sufficient documentation so that they can submit these required reports. **Failure to submit this required report can adversely impact the ability of the Recipient to secure future funding from EDA.** Recipients must retain records for 9 years in accordance with EDA's general GPRA requirements.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document, if applicable. EDA staff will contact Recipients in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted.

As part of validating performance information and as a general method of monitoring the Award, EDA reserves the right to make site visits as EDA sees necessary. EDA will provide at least two weeks of notice for any such site visits, except for in exigent circumstances. Such site visits could include interviews or visits with project beneficiaries, defined as those receiving services by the Recipient.

As part of evaluating the RIS program, EDA may conduct a survey and/or evaluation(s) during or after the program. Such evaluations may be conducted by outside parties hired by EDA or by EDA staff. Recipients agree to participate in the evaluation by answering evaluator's questions and furnishing information. Evaluators will respect the confidentiality of business information as appropriate. Recipients agree to provide client management system information to facilitate evaluations as necessary. If EDA chooses to conduct a survey, EDA may require Recipient client email addresses to permit such a survey in order to identify program impact across the program's beneficiaries.

## USE OF INFORMATION

EDA reserves the right to use information contained in the Recipient's proposal as well as all reports and performance data submitted by the Recipient to undertake an evaluation of its program, either through its staff or by hiring a third party. The Recipient agrees to cooperate with such evaluations, including by sharing performance information that they have collected or will collect as part of their grant activities, including performance information on any beneficiaries of the grantee's activities funded in whole or in part by the EDA grant award(s).

## REAFFIRMATION OF APPLICATION/ACCEPTANCE OF AWARD

Recipient(s) acknowledges that Recipient's Application for this Award may have been submitted to the Government and signed by Recipient(s), or by an authorized representative of Recipient(s), electronically without providing an original "wet" signature. In addition, the Recipient(s) or an authorized representative of Recipient(s) may have accepted the Award electronically, which includes drawing down any funds under this Award. Regardless of who submitted the Application to the Government or the means by which Recipient(s) submitted the Application or accepted the Award, Recipient(s) hereby reaffirms and states that:

- i. All data in the applicable Application were true and correct when the Application was submitted and remain true and correct as of the date of this Award;
- ii. The Application was, as of the date submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient(s); and



- iii. Recipient(s) has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the Application.

The Recipient agrees to immediately notify the Grants Officer of any material changes to the Application within 30 calendar days of the date the Recipient becomes aware of such changes. For purposes of this provision, the term "Application" includes all documentation and any information provided to the Government as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by the Government after submission of the initial Application.

### **CONFLICTS OF INTEREST**

The Recipient must maintain a written and enforced conflict of interest policy. The policy should at a minimum address actual or potential personal (e.g., employees, agents, members of their immediate family) or organizational conflicts of interest in the performance or administration of the award. Conflicts of interest may include, but are not limited to, any past, present or planned contractual, financial, or other relationships, obligations, commitments or responsibilities, which may bias the Recipient or affect the Recipient's ability to perform or administer the award in an impartial and objective manner. The Recipient shall ensure that all subrecipients and contractors under the award (1) have their own conflict of interest policy in place that meets the requirements of this special award condition or (2) adopt the Recipient's conflict of interest policy.

The Recipient's policy should provide procedures to disclose, mitigate, and resolve any such conflicts of interest. In accordance with 2 C.F.R. § 200.112, the Recipient must disclose in writing any potential or actual conflict of interest to EDA in a timely manner. EDA will evaluate the disclosure and inform the Recipient of any required remedial action beyond what the Recipient may have already implemented. Failure to comply with this condition, or the Recipient's own conflict of interest policy, may result in appropriate enforcement action pursuant to 2 C.F.R. § 200.338.

### **INTELLECTUAL PROPERTY RIGHTS**

The Recipient (including any subrecipients and contractors) is subject to the intellectual property requirements of all applicable Federal statutes and regulations (e.g., Bayh-Dole Act, Pub. L. No. 96-517, as amended, and as codified in 35 U.S.C. § 200 et seq.; 37 C.F.R. Part 401; 2 C.F.R. § 200.315). The rights of the Federal Government in any inventions, data and other intellectual property created, developed, first reduced to practice or purchased under this Award (e.g., a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world), are defined by applicable Federal law. The standard patent rights clause in 37 C.F.R. § 401.14 is hereby incorporated by reference into this award.

### **DUTY TO REFRAIN FROM EMPLOYING CERTAIN GOVERNMENT EMPLOYEES**

For the two-year period beginning on the date the Government executes this Award, the Recipient agrees that it will not employ, offer any office or employment to, or retain for professional services any person who, on the date the Government executes this Award or within the one-year period ending on that date: (a) Served as an officer, attorney, agent, or employee of the Government; and (b) Occupied a position or engaged in activities that the Assistant Secretary determines involved discretion with respect to the Award of Investment Assistance.



The two-year period and associated restrictions referenced above also shall apply beginning on the date the Government executes any cost amendment to this Award that provides additional funds to the Recipient.

### **FREEDOM OF INFORMATION ACT (FOIA)**

EDA is responsible for meeting its Freedom of Information Act (FOIA) (5 U.S.C. § 552) responsibilities for its records. DOC regulations at 15 C.F.R. Part 4 set forth the requirements and procedures that EDA must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of applications and other information submitted by applicants may be released in response to a FOIA request. Applicants should be aware that EDA may make certain application information publicly available. Accordingly, the applicant should notify EDA if it believes any application information to be confidential.

### **TECHNICAL ASSISTANCE TO BUSINESSES:**

Any technical assistance offered to businesses as intended beneficiaries under the EDA award shall be as widely advertised and as accessible to all potentially benefitting businesses as is reasonably permitted by the EDA project Scope of Work and Budget. The Recipient shall maintain adequate documentation of any technical assistance offered and/or provided to benefitting businesses under the EDA award.

### **SUBAWARDS**

It is understood that certain work activities undertaken as part of the project funded through this Financial Assistance Award will be accomplished through subawards by the Recipient to the **City of Somerville** (local government), **Greentown.org** (non-profit) and **Merrimack Valley Workforce Investment Board** (non-profit) (each a "Subawardee"). Before the disbursement of any funds awarded through this Financial Assistance Award for any costs incurred by a subawardee, the Recipient will provide to EDA a subaward agreement acceptable to EDA between the Recipient and that subawardee governing the subawardee's work activities. The subawardee agreement must include a description of the activities to be performed, the amount of the subaward, the total cost of the activities to be undertaken, and the requirement that the subawardee comply with all of the terms and conditions of this Financial Assistance Award, including but not limited to the Standard and Special Award conditions and applicable regulations at 2 C.F.R. Part 200.



## Appendix A: Authorized Scope of Work.

The overall objective of the Manufacturing Accelerator Program (**MAP**) is to provide a full spectrum of expertise to assist artisans, craftspeople, and designers in their roles as entrepreneurs and business owners. The services will include education, consulting and networking for entrepreneurship and commercialization. The outreach will also educate the community on the availability of job openings to staff the work stations. The partners provide the regional connectivity and resources necessary to provide the participants of the **MAP** with valuable networking opportunities. The following tasks will be performed in order to meet the overall objective of the project:

Specific work elements for the period of performance include:

- Coordination of business leaders, corporations, community leaders, state and local organizations and stakeholders in the implementation of the MAP and formation of Advisory Committee using key contributors;
- Development of the training workshop curriculum and customizable programs on lean assembly, manufacturing, and small batch production;
- Provide training, workshops, space, and necessary assembly equipment to the participants;
- Provide entrepreneurial and business growth educational seminars and consulting services to the participants;
- Identify and engage local dislocated/jobless community members as potential assembly line personnel;
- Utilize resources to facilitate connections between entrepreneurs and manufacturing community as they move beyond the MAP;
- Report impact based on participant surveys and identify areas for improvement;
- Fill MAP to capacity to allow for business growth, job creation, and continued sustainment of program;
- Market the MAP throughout Western Pennsylvania, West Virginia, and Ohio region to provide services or a blueprint to other economically struggling communities.

Specific performance metrics have been established to measure the output and the outcomes of the program. The table below outlines the goals for the first three years of the program. The output and outcome measures will be recorded throughout the project through annual surveys and interviews of the clients. These measurements and all others that are part of the program will be logged using Neoserra, Pitt's consulting/activity reporting system. Neoserra will allow accurate reporting of all activities by client, attendance and conferences, inquiries and other development activities, and full reporting of all trackable economic development metrics. The measures will be reported to the EDA on an annual basis with analysis of the impact to date, future outlook, and milestone completion updates. The following measures will be analyzed and tracked over the course of the MAP:

- Number of educational events held: Educational seminars or courses provided to the participants outside of their base training.
- Number of consulting hours: Hours spent by consultants with participants or graduates of MAP.
- Number of applications received/accepted: Applications for participation and acceptance in the MAP.
- Number of participants with new partnerships/supply chain connections: Number of business to business connections made for MAP participants.



- Number of participants moving from MAP to larger scale manufacturing: Number of MAP participants who outgrow the scale of the MAP and need to move to other manufacturing.
- Capital raised: In the forms of loans, grants, etc.
- Number of jobs created: Jobs created through new ventures formed and through assembly line workers.
- Number of new firms developed: New businesses established from participation in MAP
- Number of new products launched: New products launched through participation in MAP.
- Number of participants reporting new skills acquired: Participants who have learned a new skill applicable to their business through MAP participation.
- Percent of participants reporting using new skills: Measurement of the applicability of the skills that are being taught at the MAP.
- Revenue growth: Percent revenue growth of firms during or after participation in the MAP.

Measures	Year 1	Year 2	Year 3	Total
Number of educational events held	2	4	8	14
Number of consulting hours	100	200	400	700
Number of applications received	20	40	80	140
Number of applications accepted	10	20	40	70
Number of participants with new partnerships/supply chain connections	30	80	200	310
Number of participants moving from MAP to larger scale manufacturing	2	5	10	17
Capital raised	\$200K	\$500K	\$1M	\$1.7M
Number of jobs created	50	100	200	350
Number of new firms developed	10	20	40	70
Number of new products launched	30	60	120	210
Number of participants reporting new skills acquired	50	100	200	350
Percent of participants reporting using new skills	80%	80%	80%	N/A
Revenue growth of firms	200%	300%	400%	N/A





Metro North Regional Employment Board

*"Building Partnerships for a Better Workforce"*

**ATTACHMENT B**

**STANDARD TERMS AND CONDITIONS**

**2 CFR PART 200**



Metro North Regional Employment Board

*"Building Partnerships for a Better Workforce"*

US Department of Commerce Standard Terms and Conditions:

[http://www.osec.doc.gov/oam/grants\\_management/policy/documents/DOC\\_Standard\\_Terms\\_12\\_26\\_2014.pdf](http://www.osec.doc.gov/oam/grants_management/policy/documents/DOC_Standard_Terms_12_26_2014.pdf)

2 C.F.R. Part 200:

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)