

Standard Terms and Conditions for Grant Awards

1. **President's Representatives.** The President of COMMCORP shall have the legal authority to commit COMMCORP to the expenditure of funds in connection with this Contract or accomplish any Contract changes. The COMMCORP President may designate employees to act as his/her authorized representatives for certain specific purposes.
2. **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 political activity or to further the election or defeat of any candidate for public office. 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 §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 M.G.L. ch.151E §2 (which prohibits discrimination agreements with foreign contractors). 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.
3. **No Sub-grants to Excluded Parties.** If this grant contract awards any federal funds, grantee assures that it will not enter into a grant, sub-grant, contract or subcontract in excess of \$100,000 related to the training to be provided with any individual, person, or organization that has been listed by the General Services Administration on the Excluded Parties List System (<https://www.epls.gov/parties>) indicating that they are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. Grantee agrees to include this assurance in subcontracts or sub-grants, if any, that are awarded using funds issued under this COMMCORP grant agreement.
4. **Certification Regarding Debarment.** The Contractor certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
5. **Sectarian Activity Prohibited.** All grantees that receive COMMCORP funding, whether the funds is state, federal, or private, including organizations with religious character or affiliations, are prohibited from using COMMCORP resources to support inherently religious activities, such as worship, religious instruction, or proselytization. If the organization engages in such activities, it must offer them separately, in time or location, from the programs or services funded with COMMCORP assistance, and participation must be voluntary for the beneficiaries of the COMMCORP-funded programs or services.

Participants in a program funded by this grant / contract agreement will not be employed in the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. Program 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 program participants.
6. **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 this agreement will take place in an environment where appropriate standards for health, safety and comfort are maintained. Participants in on-the-job training 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 this Agreement. 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.
7. **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 at http://www.dol.gov/dol/allcfr/Title_29/Part_570/Subpart_E.htm). Any eligible trainees under 16 years of age will be employed only in accordance with limitations imposed by 29 CFR Part 1500, Subpart C.
8. **Nepotism.** No Contractor will hire a person in any position funded under this Agreement if the individual or a member of his/her immediate family is employed in the administrative capacity of the Contractor or COMMCORP. The Contractor agrees to inform COMMCORP's President of any potential violation of the nepotism restriction.
9. **Unionization and Anti-Unionization.** No funds shall in any way be used to either promote or oppose unionization. No participants may be placed into or remain working in any position that is affected by labor disputes involving a work stoppage. Where such an employment activity would violate a collective bargaining agreement, authorized individuals of the appropriate labor organization and employer shall provide written concurrence before the employment activity is undertaken. Nothing in this section shall prevent an employer from checking off union dues or service fees pursuant to applicable collective bargaining agreements or state law.
10. **Funding and Fiscal Year Appropriation.** Appropriations for expenditures by COMMCORP and authorizations to spend for particular purposes are made on a fiscal year basis. The fiscal year of COMMCORP is the twelve-month period ending June 30 of each year. The obligation of COMMCORP under this Contract or for any subsequent fiscal year following the fiscal year in which this Contract is executed is subject to the appropriation to COMMCORP of funds sufficient to discharge COMMCORP's obligation accruing in that fiscal year or subsequent fiscal year, and to the authorization to spend such funds for the purposes of this Contract. In the absence of such appropriation or authorization, this Contract shall be terminated immediately without liability for damages, penalties or other charges arising from early termination.

11. Use of Funds, Cost Limitations & Expenditure Requirements. Funds shall be used for those costs that are applicable to this Agreement and consistent with the approved budget. Contractor is limited to actual expenditures, which may be less than the maximum grant obligation. Funds shall not be used for the Contractor's general administration except those expenses applicable to the administration of this Contract. No program funds shall be obligated for payment of costs incurred for the program prior to the effective date of this Agreement or costs requiring specific COMMCORP approval until the Contractor is advised by COMMCORP in writing that there is no objection to so proceeding. The Contractor agrees to refund to COMMCORP any payment or portions of payment COMMCORP determines were not properly due to the Contractor under the terms and conditions of this Agreement.

Revenues earned by a governmental or private non-profit contractor that are in excess of the actual costs incurred in providing services shall be treated as program income. As such, the Contractor may retain any program income earned by the Contractor only if such income is added to the funds committed to the contract under which it was earned, that such income is used for contract purposes and under the terms and conditions applicable to the use of the grant funds, and such income is reported to COMMCORP. COMMCORP 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.

12. Compliance with Human & Social Services Contracting Provisions. The Contractor will comply with all applicable Federal, State, County and local, statutes, laws, and regulations, and with COMMCORP policies including:

- (a) **Board of Directors Standards.** If grantee is a non-profit organization, the Contractor shall comply with the principles in the Massachusetts Attorney General's "Guide for Board Members of Charitable Organizations" and with the standards for boards contained in the American Institute of Certified Public Accountants (AICPA)'s statements on auditing standards, as may be amended from time to time. Further, If grantee is a non-profit organization, the Contractor also specifically agrees that: (i) members of the Contractor's management and immediate family (as defined in the AICPA's Financial Accounting Standards Board Statement number 57) will not comprise more than 30% of the voting members of the Contractor's board or any of the board's committees or subcommittees; and, (ii) the Contractor's Board of Directors will approve the selection of the Contractor's audit firm, will annually review its executive director's or other more senior manager's performance and set that person's compensation by formal vote, and will meet as frequently as necessary to fulfill the Contractor's obligations under this section. Where the board meets fewer than two times during its fiscal year, the Contractor shall submit a description of its board structure and the dates of each board and subcommittee meeting with its Uniform Financial Statements and Independent Auditor's Report (UFR).
- (b) **Annual Financial Reporting Requirements.** Any nonprofit Contractor that expends more than \$750,000 in federal funds during a single fiscal year shall have a single or program-specific audit conducted for that year in accordance with Office of Management and Budget (OMB) Circular A-133. Where applicable, nonprofit Contractors shall submit to COMMCORP a copy of its independent audit no later than 30 days after the audit of a program funded under this Contract is complete, but not later than 9 months after the end of the program.
- (c) **Publications.** The Contractor shall not disseminate, reproduce, display or publish any report, map, information, data or other materials or documents expressly required or produced in whole or in part pursuant to a Contract, nor shall any such materials or documents be the subject of an application for patent or copyright by or on behalf of the Contractor, without the prior written consent of COMMCORP. If the Contractor prepares, publishes or distributes any publication describing any services or programs the cost of which are funded at least in part by a Contract, then any such publication shall, unless COMMCORP directs otherwise, contain a prominently displayed statement to that effect.
- (d) **Additional Provisions Applicable to Contractors Receiving Federal Funds.** If the Contractor receives federal funds from the Commonwealth through this Contract, then, in accordance with OMB Circular A-110 or successor provision, it further agrees to the following: (i) Equal Employment Opportunity: All contracts entered into by the Contractor shall contain a provision requiring compliance with federal Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60; (ii) Contract Work Hours and Safety Act: If the Contractor employs mechanics or laborers to fulfill its contractual obligations, it will comply with sections 102 and 107 of 40 USC 327-333, as supplemented by 29 CFR part 5.; (iii) Clean Air Act and the Federal Water Pollution Control Act: If the Contractor receives more than \$100,000 in federal funds the Contractor agrees to comply with any applicable standards, order, or regulations issued pursuant to 42 USC 7401 et seq. and 33 USC 1251 et seq.; and (iv) Byrd Anti-Lobbying Amendment: If a Contractor receives \$100,000 or more of federal funds through a Contract, by signing that Contract it certifies it has not and will not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. A Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

No provision of this Agreement is intended to relieve the Contractor from the responsibility and liability for complying with applicable laws, regulations, and policies.

13. Corrective Action. If a contractor's performance is found not to comply with program performance as outlined in the terms and conditions of this Contract, the Contractor will be required to implement corrective action. Corrective action may be required of the Contractor under, but not limited to, the following circumstances: The Contractor has failed to deliver services or products in the Contract; the Contractor failed to deliver these services or products according to the Contract schedule; or that the Contractor has failed to deliver at the quality and outcomes called for in the Contract.

14. Sanctions. COMMCORP shall reserve the right to place sanctions on the Contractor for deficiencies concerning program performance or for noncompliance with the terms and conditions of this Agreement or the stated policies of COMMCORP. Wherever feasible, COMMCORP shall give the Contractor an opportunity to prepare and carry out a corrective action plan. However, COMMCORP's failure to provide the Contractor with an opportunity for corrective action shall not prevent COMMCORP from imposing sanctions. Such sanctions may include only: termination or reduction of contract funding; withholding of payment; debarment of particular contractor(s) or sub-contractor(s) from receiving a COMMCORP grant or contract; repayment of funds for violations of laws and regulations.

15. Terminations. This Contract shall terminate as specified above, unless terminated as follows:

- (a) **"Without Cause"** -- Either party may terminate this Contract, without cause and without penalty, 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.
- (b) **"For Cause"** - If the Contractor fails to perform under this Contract, or fails to make sufficient progress so as to endanger Contract performance, or fails in any way to comply with the terms and conditions of this Contract, COMMCORP 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 must be remedied, subject to the approval of COMMCORP. COMMCORP reserves the right to terminate this Contract immediately in the event of the Contractor's criminal indictment, participation in fraudulent activities or in the event the Contractor files for bankruptcy.
- (c) **"Emergency"** - COMMCORP may terminate or suspend this Contract by providing written notice to the Contractor stating the grounds for COMMCORP's action, in the form of a hand carried letter, facsimile transmission or other appropriate written means, if COMMCORP determines that immediate action is necessary to protect state and/or federal funds or property or to protect individuals from injury. Such termination or suspension action shall be effective upon receipt by the Contractor of notice of either suspension or termination. In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from COMMCORP specifying requisite action(s) by the Contractor to remove the suspension, a proposed timetable for meeting those requirements and a description of the allowable activities and costs, if any, during the suspension period. Failure by the Contractor to remedy any identified deficiencies according to the timetable prescribed by COMMCORP shall be cause for immediate termination.
- (d) **"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, COMMCORP has the unilateral right and absolute discretion to modify or terminate this Agreement at any time.
- (e) **"Force Majeure"** - Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of this delay. It is agreed that since the performance dates of this Contract are of the essence and important to the implementation of essential COMMCORP work, continued failure to perform for periods aggregating forty five (45) or more calendar days during the contract performance period, even for causes beyond the control of the Contractor, shall afford COMMCORP the right to terminate this Contract without termination costs or penalties.

16. Obligation in Event of Termination or Completion of Contract. In the event of any termination, the Contractor shall not be relieved of liability to COMMCORP for injury or damages sustained by COMMCORP by virtue of any breach of this Contract by the Contractor. COMMCORP shall promptly pay Contractor for all services performed to the effective date of termination provided Contractor is not in default of the terms of this Contract and submits to COMMCORP a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) days after the effective date of termination. In the event of termination pursuant to Section 15 (b), COMMCORP will withhold any payments to the Contractor for the purpose of offset until such time as the exact amount of damages due to COMMCORP from the Contractor is determined. Upon termination, all documents, finished or unfinished, data, studies and reports prepared by Contractor pursuant to this Contract shall become the property of COMMCORP.

All Final Invoices must be marked as "Final" and submitted for payment no later than thirty (30) days from the completion date of this Agreement. No invoices will be honored if received thirty (30) days or more after the completion date of this Contract.

17. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the Commonwealth of Massachusetts and COMMCORP, including its agents, officers and employees against any and all liability and damages the Commonwealth and COMMCORP may sustain or incur in connection with the performance of this Contract by reason of acts, inaction, omissions, negligence or reckless or intentional conduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified by the Commonwealth and COMMCORP of any claim within a reasonable time after the Commonwealth and COMMCORP become aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim and any negotiated settlement agreement or final judgment.

18. Workers Compensation and Other Insurance. The Contractor shall procure and thereafter maintain Workers Compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily

injury and property damage) insurance, with respect to insurance, under this Contract. Instead of Worker's Compensation insurance, the Contractor may, with the written approval of the President of COMMCORP, maintain a self-insurance program. All required insurance shall be for amounts and in such form as the President may require or approve. Such insurance shall be fully funded by the Contractor. The Contractor shall be reimbursed for that portion allowable to the Contract for the reasonable cost of insurance as required or approved pursuant to the provisions of this clause. Upon written request, Contractor will submit to COMMCORP Certificates of Insurance for the above mentioned areas.

19. Advertising. All materials, public relations, or publicity related to this program including, but not limited to, press releases, newspaper articles, pamphlets and fliers, or public events must refer to COMMCORP as funding sources. Such materials shall clearly state the percentage of the total costs of the program or project which will be financed with program money; the dollar amount of the funds for the project or program; and the percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources. Copies of materials intended for public consumption are to be sent to COMMCORP.

20. Accounting Recordkeeping. The Contractor shall maintain its own accounting system which, at a minimum, must include Books of Original Entry, a General Ledger or other mechanism for summarizing the result of transactions, and all supporting documentation in accordance with Generally Accepted Accounting Principles (GAAP). The Contractor shall adequately safeguard funds to ensure that they are used for the purposes authorized. Necessary accounting records must be maintained to document the proper use of these funds for the intended purposes and to identify individual contract cash balances.

21. Records, Record Retention. The Contractor will keep full and detailed accounts and records as may be necessary for proper financial management under this Contract. If this grant / contract includes the award of federal funds, the Contractor shall comply with any programmatic and fiscal recordkeeping and reporting requirements identified in 29 CFR part 97, including format, contents, details and submission requirements

22. Examination of Records. The Contractor agrees that the President of COMMCORP, shall, until the expiration of the retention period under this Contract, have access to and the right to examine and copy, at reasonable times and upon reasonable notice, any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to the 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. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that COMMCORP, its funding sources and any of their duly authorized representatives shall, until the expiration of the retention period 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.

The Contractor further agrees that if the funds awarded by this grant agreement are sourced to appropriations of the Commonwealth of Massachusetts, then the right of access described in the previous paragraph extends to the Governor and the State Auditor or any of their duly authorized representatives. If the funds awarded by this grant agreement are sourced to any specific executive agency of the Commonwealth, then the right of access includes the commissioner or secretary of that agency.

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

23. Monitoring Access. At any time during the term of this Agreement, Contractor shall permit the President of COMMCORP, or his designated representatives to conduct on site evaluations and monitor program performance to ensure compliance with the terms of this Agreement. At any time during Contractor's normal business hours, upon reasonable advanced notice, and as frequently as deemed 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. Monitoring visits may include examination of participant case files, observation of program activities and interviews with staff and participants. Records may be copied at a reasonable expense, if necessary.

The Contractor further agrees that if the funds awarded by this grant agreement are sourced to appropriations of the Commonwealth of Massachusetts, then the right to conduct site evaluations and monitoring performance described in the previous paragraph extends to the Governor and the State Auditor or any of their duly authorized representatives. If the funds awarded by this grant agreement are sourced to any specific executive agency of the Commonwealth, then the right of access includes the commissioner or secretary of that agency.

24. Non-Assignability. This agreement is between COMMCORP and the Contractor. The Contractor may not assign or otherwise transfer total liability, responsibility, obligation, duty or interest under this Contract. All monetary recompense for Contracted services shall be paid by COMMCORP as outlined in the Budget and invoicing instructions subject to the Contractor's compliance with appropriate cost limitations and expenditure requirements. The Contractor will not charge participants for books, tools, supplies, fees, or any other cost associated with this training program. All costs are included in the Contract total. The Contract total represents the maximum total costs that may be incurred under this agreement.

25. Subcontracts. Pursuant to this Contract, the Contractor may not subcontract any of the services to be provided or delegate in part or, with respect to Contract funded Programs delegate in whole to any organization, association, individual, corporation, partnership or other such entity without the prior written consent of COMMCORP. The Contractor shall give COMMCORP 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 COMMCORP. The consent, approval, or ratification of a subcontract or any terms thereof shall not put COMMCORP in

contractual agreement privately 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 its responsibility for the performance and provision of services or its obligation, duty or interest under this Contract. Contractor shall not subcontract with nor delegate to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension"

26. Utilization of Minority or Women-Owned Business Enterprises. It is the policy of the government that minority or women-owned business enterprises shall have the maximum practicable opportunity to participate in the performance of government contracts. The Contractor agrees to use its best efforts to carry out the policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Contract.

27. Grievance Procedure Policy. The Contractor shall continue to operate or shall establish and maintain, for participants in programs funded through this agreement, a grievance or complaint procedure relating to the terms and conditions of employment or program participation. Any Contractor who does not have a grievance procedure may use COMMCORP's procedure by submitting a letter requesting inclusion in COMMCORP's Grievance Procedure.

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 Commonwealth Corporation or its designee and by the Governor or his/her designee, if necessary.

- (a) The Contractor agrees to implement and maintain an Equal Employment Opportunity Program and a related Affirmative Action Plan. 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 and Affirmative Action compliance and other related activities.
 - 3. Designation of staff within the Contractor as responsible for EEO and Affirmative Action compliance and other related activities.
- (b) Any Contractor that does not maintain an Equal Employment Opportunity Program and a related Affirmative Action Plan agrees to fully participate in the Equal Employment and Affirmative Action Programs and activities established by COMMCORP, including procedures to be established for monitoring EEO/AA activities.
- (c) This grievance procedure shall be used in all protests, disputes and claims causes in reference to this Agreement.

28. Disputes

- (a) 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 President of COMMCORP, or the duly authorized representative, who shall present a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the President of COMMCORP, or the duly authorized representative, 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 President of COMMCORP, or the duly authorized representative, 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 the 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 decision of the President of COMMCORP, or the duly authorized representative.
- (b) This "Dispute" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above, provided 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.

29. Conflicts of Interest/Code of Conduct. No officer, member or employee of the Contractor shall cast a vote on, or participate in, any decision making capacity (including discussions to which all proposers are not afforded equal opportunity) on the provision of services by such officer, member or employee (or any organization which that officer, member or employee directly represents), or on any matter which would provide any direct financial benefit to that officer, member or employee, or a member of their immediate family. The Contractor warrants that it has not employed or retained any company or person other than a bona fide 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, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. No officer, member, or employee of COMMCORP 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 his/her personal interest in any corporation, partnership or association in which he/she is, directly or indirectly, interested; or (b) have any interest, direct or indirect, in this agreement or the proceeds hereof.

30. Intellectual Property Rights, Ownership of Materials. All reports, data, and material prepared by the Contractor under its agreement or furnished to the Contractor by COMMCORP, its representatives, or otherwise obtained or prepared under the terms of this agreement, shall remain the property of COMMCORP. Upon the termination of this Contract, the originals of all finished and unfinished, documents, data, studies, reports, manuals, materials or other "deliverable", identified in the approved plan or work statement, prepared or delivered by the Contractor specifically pursuant to this Contract, or paid for with Contract funds, shall become the property of COMMCORP, and the Commonwealth shall have title and own the copyright in such "deliverable". The Contractor shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use these "deliverables" whether published or unpublished, unless such use is restricted in this Contract. The Contractor shall not make any application for patent or copyright of any "deliverable" without the prior written consent of COMMCORP. ***Unless other procedures are specified by the parties in this Contract, the Contractor shall not make any press statement or issue any material for publication, derived from the "deliverable" under this Contract without the prior written approval of COMMCORP.*** The originals of finished and unfinished documents, data, studies, reports, manuals, materials or programs provided by the Contractor which are not copyrightable by COMMCORP or which are already owned or copyrighted by the Contractor shall be specifically identified as a "non-deliverable" in this Contract. COMMCORP shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use any "non-deliverable" identified in this Contract, unless restrictions on such use are specified.

31. Property. No funds may be expended for the acquisition of real property without the prior written consent of COMMCORP. Real property means land and fixtures, excluding movable machinery and equipment. The Contractor shall keep an adequate inventory of any and all equipment, supplies and materials purchased with funds pursuant to the approved budget. The Contractor shall follow applicable State regulations and COMMCORP Policy F-35 as amended regarding the disposition of property at the end of the contract period, unless the Contractor receives different instructions in writing from the Commonwealth Corporation.

32. Rental and Leasing Of Premises. All rental and leasing of premises must be reasonable, necessary, and properly procured.

33. Pell Grants. This contract provision applies in situations where programs funded by this grant agreement involve postsecondary training. Contractor shall be responsible for ensuring the filing of applications 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 from COMMCORP, or remit to COMMCORP the portion of the Pell Grant to be applied to the cost of tuition, fees and books, if received after the termination of this Contract. Notwithstanding any provision of this Agreement to the contrary, no compensation shall be earned or deemed payable for services provided for under this Agreement 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 services paid for through such grants are not paid for under this Agreement (including the reduction of invoices to the extent of such grant payments, the return of any funds paid hereunder for services paid for through such grants, and any other actions as may be required by COMMCORP).

34. Modifications. The President of COMMCORP, or the duly authorized representative, 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 related profit 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 President 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 re-negotiation between COMMCORP and the Contractor. Failure to agree to any adjustment shall be a dispute concerning a question of facts within the meaning of the clause of 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 modifications in writing. Contract and 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 may be modified to reflect those changes.

35. Forum and Choice of Law. Any actions arising out of this Contract shall be governed by the laws of the Commonwealth of Massachusetts, and shall be brought and maintained in a state or federal court within the Commonwealth, which shall have exclusive jurisdiction thereof.

36. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

37. Severability, Headings and Interpretation, Integration. If any Article or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both COMMCORP and the Contractor shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of this Contract. This Agreement shall supersede all other oral negotiations and written agreements relating to the performance of this Contract, including contracts provided by the Contractor.

38. Certification Regarding Privacy of Data and Information Security. The Contractor shall maintain the confidentiality of any information regarding trainees, project participants and their immediate families that may be obtained through application

forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the trainees or participants, such information shall be divulged only as necessary to COMMCORP, for purposes related to the performance or evaluation of the Contract, and to persons having responsibilities under the Contract.

Grants awarded by Commonwealth Corporation may represent funds derived from an executive agency of the Commonwealth of Massachusetts. Grantees and subgrantees may be required, as a condition of the program being funded, to collect, process, access, communicate, report, or manage personal data of clients, customers, applicants or participants. By signing this agreement, grantee is certifying that it understands the requirements of Executive Order 504, and further certifies that it will protect the privacy and security of any and all personal information to the standard established in EO 504 and the security policies of the Commonwealth of Massachusetts Information Technology Division (www.mass.gov/ITD). A copy of EO 504 is accessible at:

www.mass.gov/Agov3/docs/Executive%20Orders/executive_order_504.pdf

Grantee/contractor shall, in connection with its performance under this grant agreement:

- (a) obtain, read, review and comply with COMMCORP's Information Security Policy (CC-ISP) and any pertinent security guidelines, standards and policies; and comply with all of the security policies issued by the Commonwealth of Massachusetts;
- (b) communicate to and ensure compliance by all grantees employees, contractors, sub-grantees and subcontractors the standards of practice and expectations contained in both the CC-ISP and the Commonwealth's policies;
- (c) implement and maintain all reasonable and appropriate security procedures and practices necessary to protect personal information related to clients, customers, applicants or participants that is in the grantee's possession from unauthorized access, destruction, use, modification, disclosure, or loss;
- (d) be responsible for the full or partial breach of any of these terms by its employees, contractors, or subcontractors during and after the term of this grant agreement;
- (e) in the event of any unauthorized access, destruction, use, modification, disclosure, or loss of personal information, to (i) immediately notify COMMCORP if the grantee becomes aware of such unauthorized use; (ii) provide full cooperation and access to information necessary for COMMCORP to determine the scope of the unauthorized use; and (iii) provide full cooperation and access to information necessary for COMMCORP and grantee to notify individuals whose personal information was the subject of such unauthorized use.

The breach of any of these terms may be regarded by COMMCORP as a material breach of this grant agreement, such that COMMCORP may exercise any and all right and remedies, including without limitation, indemnification, withholding of payments, contract suspension, or termination.

39. Certification Regarding Undocumented Workers. As described in Executive Order 481, it is the policy of the Commonwealth of Massachusetts to prohibit the use of undocumented workers in connection with the performance of state contracts. For grant awards that include any Commonwealth funds (sourced to any appropriation of the Massachusetts General Court or awarded to COMMCORP through a contract with any agency of the executive branch of the Commonwealth), by signing this grant agreement the grantee certifies under penalty of perjury that it will not knowingly use undocumented workers in connection with grant performance. Pursuant to federal requirements, grantee shall verify the immigration status of all workers assigned to such grant performance. Grantee shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker. Grantee is responsible for ensuring that these requirements are followed by any partner, sub-grantee, or other organization that is funded using resources made available through this grant award. Breach of any of these terms during the period of grant performance may be regarded as a material breach, subjecting the grantee's organization to sanctions, including monetary penalties, withholding of payments, grant suspension or termination.