

**GRANT SUB-AGREEMENT BETWEEN
CALIFORNIA ONLINE COMMUNITY COLLEGE/
CALBRIGHT COLLEGE AND
[Insert Name of Community College District]**

This Grant Sub-agreement (“Agreement”) is made and entered into as of the ___ day of _____, 2021 by and between California Online Community College/Calbright College, (“Calbright”) and [Insert Name of Community College District] (“Contractor”). Calbright and Contractor are each referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Governor’s Office of Planning and Research (“OPR”) was awarded a grant from the U.S. Department of Defense (“DOD”) Office of Local Defense Community Cooperation for the California Defense Ecosystems and National Consortium Effort (“CADENCE”) project, and the Centers for Applied Competitive Technologies (“CACT”) and California Online Community College/Calbright College entered into agreement #OPR20121 with the OPR as a subrecipient on the CADENCE Project responsible for Project 9: Internships/Externships for Dual Use Innovation. Pursuant to the grant agreement, CACT shall act as host of the CADENCE Project 9 program, while Calbright shall act as the fiscal agent.

WHEREAS, CACT and Calbright issued a Request for Applications (“RFA”) for colleges to participate as subcontractors under Project 9 of the CADENCE grant to deliver a student internship and faculty externship project to place student interns and faculty externs at DOD Small Business Innovation and Research (“SBIR”) Phase I, II, III startup companies across the state (“Firms”) to assist them with commercialization of dual use innovations.

WHEREAS, CACT and Calbright evaluated responses to the RFA and ultimately awarded sub-agreements to ten (10) colleges, one of which is Contractor.

WHEREAS, in accordance with the RFA, Contractor shall place two (2) student interns and one (1) faculty extern/coach at qualified Firms. The faculty extern/coach shall act as a liaison between the Firm and the student interns, oversee recruitment of student interns, help negotiate the scope of the student internships with the Firms, and advise students as they perform the internships.

WHEREAS, Calbright and Contractor desire to enter into this Agreement to further delineate the obligations of each Party, to memorialize Contractor’s obligations pursuant to the RFA, and to address compensation to be paid to the faculty extern/coach in accordance with the grant and in furtherance of Calbright’s obligations as the fiscal agent.

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Work.** The Contractor shall assist in conducting the CADENCE Project 9 externship/internship program, as further described in the Scope of Work, attached hereto as **Exhibit A** and incorporated herein by this reference (“Services”).
2. **Term.** Contractor shall commence providing Services under this Agreement upon the date of full execution of this Agreement and will diligently perform as required and complete performance of the Services by August 31, 2022, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the

Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required, as indicated below:

 X Signed Agreement
 X Workers' Compensation Certification
 X Insurance Certificates and Endorsements
 X W-9 Form
_____ Other: _____

4. **Compensation.** Calbright agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eight Thousand Five Hundred Dollars (\$8,500.00). Calbright shall pay Contractor according to the following terms and conditions:
 - 4.1. Contractor will invoice Calbright for expenses incurred on a quarterly basis with the final invoice due upon submission of the final report, a template of which is attached hereto as **Exhibit B** and incorporated herein by this reference. Payment shall be made within thirty (30) days after the Contractor submits an invoice to Calbright.
 - 4.2. Contractor shall use the amounts paid to it from Calbright to compensate the faculty extern/coach for his or her work in the CADENCE Project 9 internship/externship program.
5. **Expenses.** Calbright shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for Calbright.
6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees, including but not limited to the faculty extern/coach participating in the CADENCE Project 9 program, shall not be considered officers, employees, agents, partner, or joint venture of Calbright, and are not entitled to benefits of any kind or nature normally provided to employees of Calbright and/or to which Calbright's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, Calbright being interested only in the results obtained. Contractor hereby agrees to indemnify and hold harmless Calbright from and against any claim by a Contractor employee that he or she is an employee of Calbright.
7. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of Calbright. Contractor's services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession. Contractor shall carefully study and compare all documents, findings, and other instructions and shall at once report to Calbright, in writing, any error, inconsistency, or omission that Contractor or its employees may discover. Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 8.2. **Meetings.** Contractor and Calbright, or Calbright's consultant, agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of Services, and any other issues deemed relevant to the operation of Contractor's performance of Services.
9. **Originality of Services.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to Calbright and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by Calbright as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of Calbright and cannot be used without Calbright's express written permission. Calbright shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of Calbright. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the term of this Agreement and for five (5) years thereafter. Contractor shall permit Calbright, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that Calbright shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
12. **Termination.**
- 12.1. **For Convenience by Calbright.** Calbright may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by Calbright shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **For Cause by Calbright.** Calbright may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.2.1. material violation of this Agreement by the Contractor; or
- 12.2.2. any act by Contractor exposing Calbright to liability to others for personal injury or property damage; or
- 12.2.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by Calbright shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and terminate. In the event of this

termination, Calbright may secure the required services from another contractor. If the expense, fees, and/or costs to Calbright exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to Calbright upon the receipt of Calbright’s notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Calbright.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless Calbright, its Governing Board, agents, representatives, officers, contractors, employees, trustees, and volunteers (the “Calbright Indemnitees”) from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor in its performance of its obligations under this Agreement. Calbright shall have the right to accept or reject any legal representation that Contractor proposes to defend the Calbright Indemnitees.

To the furthest extent permitted by California law, Calbright shall defend, indemnify, and hold harmless the Contractor, its Governing Board, agents, representatives, officers, contractors, employees, trustees, and volunteers (the “Contractor Indemnitees”) from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Calbright in its performance of its obligations under this Agreement. The Contractor shall have the right to accept or reject any legal representation that Calbright proposes to defend the Contractor Indemnitees.

14. **Insurance.**

- 14.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers Compensation	Statutory Limits
Employer’s Liability	\$ 1,000,000

- 14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, Calbright, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by Calbright.)

- 14.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Section 3700 of the California

Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement is not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 14.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to Calbright and approved by Calbright. Certificates and insurance policies shall include the following:
 - 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to Calbright, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 14.2.3. An endorsement stating that Calbright and its Governing Board, agents, representatives, employees, trustees, officers, contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by Calbright. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Calbright.
15. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
16. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the Governing Board of Calbright and all federal, state, and local laws, ordinances and regulations, including, but not limited to, laws, ordinances, rules and regulations related COVID-19, as applicable. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on performance of the Services. If Contractor observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify Calbright, in writing, and, at the sole option of Calbright, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from Calbright. If Contractor knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying Calbright of the violation, Contractor shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and

maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Anti-Discrimination.** It is the policy of Calbright that in connection with all work performed under this Agreement there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and Calbright policy. In addition, the Contractor agrees to require like compliance by all of its employees, agents, and subcontractor(s).
19. **Cooperation.** Contractor hereby agrees to take all actions requested by Calbright that are reasonably necessary for the CADENCE Project 9 program, including, but not limited to, (i) executing Work Site Agreements and External Work Site Agreements, as further described in **Exhibit A** and (ii) working in partnership with CACT in furtherance of the program, which may include, but not be limited to, collaborating and coordinating with Alan Braggins, the Statewide Director and main CACT contact person for the CADENCE Project 9 program.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **Calbright's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** Calbright may evaluate the Contractor in any way Calbright is entitled pursuant to applicable law. Calbright's evaluation may include, without limitation:
 - 21.1. Requesting that Calbright employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
22. **Limitation of Calbright Liability.** Other than as provided in this Agreement, Calbright's financial obligations under this Agreement shall be limited to the payment of the amounts described above. Notwithstanding any other provision of this Agreement, in no event, shall Calbright be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. To the extent applicable, the Contractor and Calbright agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in Calbright are not violated or invaded.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

To Calbright:

[insert]

To Contractor:

[insert]

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which Calbright's administrative offices are located.
27. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Federal Contracting Terms.** The Parties recognize and agree that the Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 C.F.R. section 200, the "Uniform Guidance") require that certain contracting terms be included in contracts funded by federal grants. The Parties further acknowledge that Calbright intends to use federal grant funds to make the payments to the Contractor that are required by this Agreement, and that such use of federal funds may subject Calbright to certain additional requirements, including the contracting and procurement standards set forth in the Uniform Guidance. The terms set forth in **Exhibit C**, attached hereto and incorporated herein by this reference, are included in order to comply with such specific federal requirements, and the Parties hereby agree to comply with such requirements, as applicable.
30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
31. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
32. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
33. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision,

and this Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
35. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
36. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
37. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[Signatures on next page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2021

Dated: _____, 2021

CALBRIGHT

CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the obligations of this Agreement.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with Calbright prior to performing any work under this Agreement.)

EXHIBIT A
SCOPE OF WORK

This proposed scope of services describes the tasks, assignments, and duties to be performed by Contractor to support Calbright. Contractor shall use all its expert knowledge, experience, and ability to conduct a student internship and faculty externship project as part of the DOD CADENCE Grant Project 9: Internships/Externships for Dual Use Innovation to assist DoD Small Business Innovation and Research (SBIR) Phase I, II, III awardees with commercialization efforts of dual use innovations, which includes, but is not limited to, the following:

Deliverables:

- Identify at least one faculty member to participate in externship and act as faculty coach(es) for student interns.
- Recruit a minimum of two students to participate as student interns with DoD companies.
- Promote and assist students with enrollment in the college’s Work Experience/Work Study course so that students can earn college credit for their work experience as interns.
- Ensure that the faculty coach/extern submits the final report documenting the results and outcomes of the project using the final report template attached as Exhibit B to this Agreement.
- Assist in matching student interns with a DOD SBIR Phase I, II, or III company. Recruit a minimum of two students to participate as student interns per DOD SBIR Company. (Colleges will be provided with a database of California DOD SBIR firms and outreach materials to solicit interest in the student internship and faculty externship project.)
- Execute Work Site Agreements and External Work Site Agreements with Calbright and the Foundation for California Community Colleges (“FCCC”), as requested. (Calbright will be entering into a Career Catalyst Program Agreement with FCCC for the FCCC to be the employer of record for the student interns. For virtual internships, the participating colleges will be considered the Work Site and the Career Catalyst Program Agreement will require Calbright to enter into a Work Site Agreement with each participating college. For on-site internships at DOD SBIR Companies, FCCC will also require a three-way External Work Site Agreement be entered into by Calbright, the participating college, and the DOD SBIR firm where the student will be working as an intern. The participating college will need to assign a timekeeper to approve student timesheets in FCCC’s WorkDay payroll system.)
- Cause the faculty extern/coach to work with the DOD SBIR Company and students to develop a scope of work for the internship project, internship job descriptions, internship work schedules, verify I-9 documentation in the FCCC WorkDay payroll system, and provide guidance and advising to the students completing the internship project. The schedule and hours for the internships will be determined by DOD SBIR Company and student’s availability (up to 150 hours at \$20/hour burdened rate per DOD SBIR company, minimum 75 hours per student intern). The internships must be completed by August 31, 2022.
- Assist the Project 9 Project Manager and Program Coordinator with completing monthly progress reports including submission of success stories and submit final report documenting the results and outcomes of the project using provided final report template (Exhibit B) by August 31, 2022.

Project Schedule:

- Faculty orientation meeting May 21, 2021 (Tentative)
- The 75-hour internships must be completed by August 31, 2022.

Not to Exceed Budget (including travel):

\$8,500

Note: Student intern wages will be paid bi-weekly directly by FCCC as employer of record and the budget for the student intern wages is not part of this Agreement.

EXHIBIT B

STUDENT INTERNSHIP/FACULTY EXTERNSHIP FINAL REPORT TEMPLATE

Project Completion Date
Final Report and Final Invoice Due

August 31, 2022
August 31, 2022

Submit by email with final invoice, no later than August 31, 2022 to alan.braggins@cact.org

College: _____

Outcomes and results:

A. Use the table below to list the student interns who participated in the project:

Name of Student Intern	Hours Worked	Work Experience Credits earned	Name of DoD company and description of internship work

B. Describe any benefits derived by faculty extern/coach from working with the DoD companies and student interns (for example real world experience that can be brought back and incorporated into the classroom or curriculum).

C. List anecdotal information regarding the success of student internship/faculty externship project:

D. List any extenuating circumstances that prevented you from completing objectives of the project:

E. Describe your three greatest challenges you experienced in completing the internship project:

- 1.
- 2.
- 3.

F. Describe your three greatest successes from the student internship/faculty externship project:

- 1.
- 2.
- 3.

Anything else you wish to add:

EXHIBIT C
FEDERAL CONTRACTING TERMS

The Parties recognize and agree that the Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 C.F.R. section 200, the “Uniform Guidance”) require that certain contracting terms be included in contracts funded by federal grants. The Parties further acknowledge that Calbright intends to use federal grant funds to make the payments to the Contractor that are required by this Agreement, and that such use of federal funds may subject Calbright to certain additional requirements, including the contracting and procurement standards set forth in the Uniform Guidance. The terms set forth below are included in order to comply with such specific federal requirements, and the Parties hereby agree to comply with such requirements, as applicable.

1. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
2. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
4. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). The Parties must file any required certifications. Parties must not have used 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, 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 U.S.C. § 1352. Parties must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Parties must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

5. RECORD RETENTION REQUIREMENTS. To the extent applicable, the Parties must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Parties further certify that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
6. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, the Parties must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
7. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, the Parties must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
8. ACCESS TO RECORDS (2 C.F.R. § 200.336). The Parties agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of the Parties that are directly pertinent to the Parties' discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Parties' personnel for the purpose of interview and discussion relating to such documents.
9. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.