



REAL JOBS RI FY 2016 IMPLEMENTATION GRANT AWARD AGREEMENT

GRANT #: 00

New:

Amendment No:

GRANTOR

Rhode Island Department of Labor & Training
1511 Pontiac Avenue, Bldg. 72-2
Cranston, RI 02920

GRANTEE

RI Widgetmaking Alliance
200 Sample Way
Cranston, RI 02920

This Real Jobs Rhode Island Program Grant Agreement, hereinafter referred to as the **agreement** is entered into by and between the Rhode Island Department of Labor and Training hereinafter referred to as the **grantor or Department**, and RI Widgetmaking Alliance, located in the State of Rhode Island and Providence Plantations, hereinafter referred to as the **grantee**, and validated by the signatures affixed below for the performance and delivery of all activities utilizing funds provided by the Grantor.

The grantee agrees that it shall be in compliance with, and controlled by, the terms and language described in this agreement.

The Grantee's performance of this agreement shall commence on December 15, 2015 and shall continue through and including December 31, 2018 contingent upon the issuance of an authorized Purchase Order Number.

In consideration for performance of the terms of this agreement, the grantee shall be entitled to receive program funds not to exceed one hundred fifty thousand dollars (\$150,000). This amount shall be paid in accordance with the terms of payment provisions set forth in this agreement.

APPROVED FOR THE GRANTOR

<i>Signature</i>	<i>Date</i>
<i>Authorized Signatory</i>	<i>Title</i>

APPROVED FOR THE GRANTEE

<i>Signature</i>	<i>Date</i>
<i>Authorized Signatory</i>	<i>Title</i>

GRANTEE INFORMATION

GRANTEE NAME: RI Widgetmaking Alliance
ADDRESS: 200 Sample Way
Cranston, RI 02920

1. Grantee Organizational Structure: (Check any that apply)

Non-Profit Public Sector Educational Institution
 For-Profit Private Sector Other _____

2. Grantee Fiscal Year Start/End Date: July 1 – June 30

3. Name and Title of Grantee Contact Person

Name: Tom Smith Phone: 401-000-0000
Title: Executive Director FAX: _____
Email: sample@sample.com

4. Name and Title of Person authorized by Grantee to sign financial invoices:

Name: Tom Smith 401-000-0000
Title: Executive Director
Email: sample@sample.com

5. Grantee Fiscal Management Contact Person: (If different from above):

Name: _____
Title: _____
Email: _____

7. Internal Revenue Service Employer I.D. Number (F.E.I.N.): 00-0000000

8. RI Dept. of Labor and Training Registration Number (ten digits) : 0123456789

GRANTEE CERTIFICATIONS

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CERTIFICATION

Lower Tier Covered Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1.a. The Grantee attests that neither it, its principals, nor its partners are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency from applying for or receiving federal funds.

2. NONDISCRIMINATION AND EQUAL OPPORTUNITY COMPLIANCE CERTIFICATION

This certification is required by regulations implementing WIA Section 158, "Nondiscrimination", and as promulgated in 29 CFR Parts 31 and 32.

2.a. The Grantee attests that it:

- (1) Shall not exclude any individual from participation in, deny the benefits of, subject to discrimination under, or deny employment in the administration of or in connection with any of its programs/services because of race, color, religion, sex, national origin, age, disability or political affiliation or belief.
- (2) Shall not employ participants on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- (3) Shall not discriminate, with respect to terms and conditions affecting or rights provided to participants in activities supported by funds provided under this Act, against such individuals solely because of their status as such participants.
- (4) Shall ensure that participation in programs and activities financially assisted in whole or in part under this Act shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General to work in the United States.

3. AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATION

3.a. The Grantee attests that it is in compliance with all applicable provisions of the Americans with Disabilities Act (ADA) and shall make any and all reasonable accommodation to provide access and equity of services to disabled persons applying to or enrolled in any program controlled by this agreement.

4. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

4.a. The Grantee attests that it will provide a drug free workplace in accordance with 29 CFR Part 98 by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (2) Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
- (c) Any available drug counseling, rehabilitation and employee assistance programs; and
- (d) The penalties that may be imposed upon employees for drug abuse violations.

5. CONFLICT OF INTEREST CERTIFICATION

The Grantee attests that it and its principals are in compliance with the provisions of the Rhode Island "Conduct of Employee and Code of Ethics Law" (R.I.G.L. 36-14) as well as all applicable federal, state, and municipal ethics guidelines.

6. LOBBYING

The Grantee attests that it and its principals must comply with the restrictions on lobbying which are codified in the Department of Labor Regulations at 29CRF Part 93.

The Grantee hereby certifies, by signature of its authorized representative affixed below, to all attestations identified above.

SIGNATURE OF AUTHORIZED GRANTEE REPRESENTATIVE	DATE
TYPED NAME	TITLE

Section A
General Provisions

1. Term of Agreement.

- a) The Grantee's performance of this agreement shall commence on **December 15, 2015** and continue through and including **December 31, 2018**.
- b) This period of performance may be amended, extended or renewed only by duly signed written agreement of the parties.

2. Purpose.

- a) The purpose of the Real Jobs RI program is to create industry-led partnerships to address employers' workforce needs, advance the skills of Rhode Island workers, grow the State's economy, and increase sustainable employment opportunities for working families.
- b) In reliance upon the representations and certifications contained in Grantee's FY 2016 Implementation Grant Proposal (the "**Proposal**") the Department has approved the award of funds to Grantee to carry out a Workforce Training Plan.
- c) Grant funds are approved only for the express purpose(s) of carrying out the Workforce Training Plan described in the 'Proposal Narrative' section of the Proposal, and the activities listed therein, (produced in response to Appendix B in the July 2015 Real Jobs RI Solicitation for Implementation Grant Proposals).
- d) Any additional grant funds awarded to Grantee during the life of this agreement through the PITCH Process described herein are approved only for the express purposes(s) described in Section C of the PITCH funding request document entitled "Funding Request, Purpose, and Timeframe", and remain subject to and controlled by the terms of this agreement.

Section B
Agreement

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds up to the amount of **\$150,000** (the "**Grant**") to be used for the purposes of funding the Grantee's Proposal, including the Workforce Training Plan, related implementation, budgets, and appendices, as amended and approved by the Department (herein collectively referred to as the "**Project**"), on file at the Department of Labor and Training.
- b) Grantee agrees to use the Grant only for the approved Project. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Real Jobs RI Solicitation for Implementation Grant Proposals issued July 31, 2015.

- c) Grantee agrees that the Grant will be expended in conformity with the requirements and provisions of this Agreement. the Real Jobs RI Solicitation for Implementation Grant Proposals issued July 31, 2015, the Grantee's Project on file at the Department of Labor and Training, and any amendments thereto, and any programmatic, financial, or other implementation policies determined by the Department.
- d) The Department reserves the right to amend or revise the requirements if necessary for the effective administration of the Real Jobs RI program.

2) Expenditure of Initial Grant Funds.

- a) All Grant funds shall be expended on or before December 31, 2018.
- b) Grantee shall expend the Grant in accordance with the Approved Project Budget as agreed to between the parties. Grantee may not expend more than the amount allocated for any category in the Approved Project Budget without the prior written consent of the Department.
- c) All costs incurred by Grantee before the date of this Agreement and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense.
- d) If, upon completion of the Project, there are cost savings, unspent disbursements, and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
- e) Grantee shall establish and maintain fiscal control of all Grant funds and shall comply with generally accepted accounting procedures for tracking of funds.
- f) Grantee agrees to abide by all relevant program rules and requirements for state and federal funds provided.
- g) Grantee shall be subject to financial review or audit by Program Monitors or other Department designees throughout the duration of the Grant Period and up to three years following the conclusion of the Grant. Monitoring will be conducted in a manner consistent with the requirements of the state or federal funding source provided.
- h) By accepting funds, the Grantee hereby agrees to repay any funds that have been determined by the Department, after review by the Grant Monitor and opportunity to cure by the Grantee, to have been misspent, misapplied or otherwise not properly accounted for, and further agrees to pay any collections fees that may subsequently be imposed by the state or federal Government.

3) Expenditure of Additional Grant Funds – PITCH process

- a) By virtue of entering into this Agreement, Grantee becomes eligible to apply for additional Grant funds provided by the Department through the Real Jobs RI program PITCH process. Any additional funds require a modification to this agreement.
- b) Additional Grant Funds awarded through the PITCH process remain subject to and controlled by the terms and conditions of the Agreement.

- c) Grantee shall expend Additional Grant Funds in accordance with an Approved Budget as agreed to between the parties. Additional Grant Funds shall be used for the express purposes(s) described in Section C of the PITCH funding request document entitled "Funding Request, Purpose, and Timeframe." Grantee may not expend more than the amount allocated for any category in the Approved Budget without the prior written consent of the Department.
 - d) If, upon completion of the activities or project(s) described in Section C of the PITCH funding request document there are cost savings, unspent disbursements, and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
 - e) Grantee shall establish and maintain fiscal control of all Additional Grant funds and shall comply with generally accepted accounting procedures for tracking of funds.
 - f) Grantee agrees to abide by all relevant program rules and requirements for state and federal funds provided.
 - g) Grantee shall be subject to financial review or audit by Program Monitors or other Department designees throughout the duration of the Grant Period and up to three years following the conclusion of the Grant. Monitoring will be conducted in a manner consistent with the requirements of the state or federal funding source provided.
 - h) By accepting additional grant funds, the Grantee agrees to repay any funds that have been determined by the Department, after review by the Grant Monitor and opportunity to cure by the Grantee, to have been misspent, misapplied or otherwise not properly accounted for, and further agrees to pay any collections fees that may subsequently be imposed by the state or federal Government.
- 4) Commencement and Completion of the Project; Inspection and Supervision; Licensing, Approval, and Compliance; Subgrantees; Changes.
- a) The parties shall develop a Project Schedule, including specific benchmarks throughout the course of the Grant Period, promptly upon execution of this Agreement (the "**Project Schedule**").
 - b) Grantee shall commence the Project on **December 15, 2015** or an alternative date to be determined between the parties (the "**Commencement Date**").
 - c) Grantee shall complete the Project on the date set forth in the Project Schedule (the "**Completion Date**"), but not later than December 31, 2018.
 - d) The Project shall commence and conclude within the Grant award period.
 - e) The Department may, as it deems necessary, supervise, evaluate and provide guidance and direction to Grantee in the conduct of activities performed under this Grant. However failure of the Department to supervise, evaluate, or provide guidance and direction shall not relieve Grantee of any liability for failure to comply with the terms of the Grant award.

- f) The Department must approve all changes to the Project, the Project Schedule, the Approved Project Budget, or any other term of this Agreement, including, but not limited to, modifications to the scope of work of the Project, modifications to the Approved Project Budget, and modifications to the Project Schedule and Completion Date.
 - g) Requests for Grant extension must be submitted in writing at least 90 days prior to the end of the Grant period, and are determined at the sole discretion of the Department.
 - h) Grantee ensures that all Partners, Training Providers, and/or Subgrantees involved in the Partnership possess and maintain any and all necessary licenses and approvals, certifications, and are in compliance with all applicable State and federal laws and regulations.
 - i) Grantee shall ensure that all necessary approvals for the commencement of Project have been obtained, including all applicable certificates, permits and licenses. Grantee shall maintain all certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project throughout the duration of the Project.
 - j) Grantee must provide prior notice to the Department of any proposed subgrant under this Grant award. Grantee shall ensure that any Partners, Training Providers, and/or Subgrantees who become involved in the Partnership subsequent to the date of this Agreement possess and maintain any and all necessary licenses, approvals, certifications, and are in compliance with all applicable State laws and regulations. Failure to comply with this provision could result in denial of Grant funding or the required repayment of Grant funds.
- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse Grant funding until Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction.
- 6) Required Registration on State Eligible Training Provider List. As part of this agreement, grantee agrees to register as an Eligible Training Provider as required to receive federal Workforce Investment and Opportunity Act funds, if such registration is determined necessary by the Department. If training is being provided by a third party, grantee agrees to assist the Department in registering said third party as an Eligible Training Provider, if such registration is determined necessary by the Department.
- 7) Leveraged Resources.
- a) In addition to the Grant, Grantee may: (i) be in the process of obtaining written commitments to receive other funds and in-kind contributions for the Project; (ii) have written commitments to receive other funds and in-kind contributions for the Project; or (iii) have already received other funds and in-kind contributions for the Project (collectively, "**Leveraged Resources**").
 - b) Leveraged Resources shall be described by source, use and amount in the Approved Project Budget, in program records and financial reports, and may be used only for costs allowable under the terms of the Project, and any mutually agreed upon amendments thereto.
 - c) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Leveraged

Resources. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Leveraged Resources. In the event the Department determines, in its sole discretion, that all or any portion of the Leveraged Resources are not available, are not going to be disbursed to Grantee for any reason, or that Leveraged Resources received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

8) Disbursement of the Grant.

- a) The Department will issue Guidelines for the Disbursement of Grant Funding.
- b) Methods and funding and disbursement of the Grant will be determined by the Department based on the activities the grantee's Proposal, including the Workforce Training Plan, related implementation, budgets, and appendices, as amended and approved by the Department.

9) Participant Management and Information Security

- a) Grantee agrees to assist in the enrollment of all training participants as required by the Department, including obtaining participant consent to the use and disclosure of personal data and information in furtherance of the objectives and goals of the Real Jobs RI program.
- b) Grantee will provide Department with timely updates and information on participants as required by the Department.
- c) Grantee will notify the Department immediately of any participants that leave or otherwise discontinue training.
- d) Grantee will regard electronic data and any other manually maintained records on participants as confidential in nature, to be held in trust, and will protect and cause to be protected such data against unauthorized disclosure and/or use. These data may include, but are not limited to: name, address, social security number, telephone number, age, sex, ethnic background, wage, employment, tax information, user name, logon identification numbers, password, or any other information gathered either from individuals or from other Partners that is personal or confidential in nature.
- e) Grantee ensures that they will:
 - i) Collect personal information and data reasonably needed to accomplish legitimate purposes;
 - ii) Securely store and protect personal information and data against unauthorized access, destruction, use, modification, disclosure and loss;
 - iii) Disclose personal information and data only on a need to know basis;
 - iv) Protect the security of social security numbers and dispose of any documents containing them in an appropriate and secure manner;
 - v) Destroy personal information and data as soon as it is no longer needed or required to be maintained under state or federal law;
 - vi) Address administrative, technical, and physical safeguards;
 - vii) Notify the Department immediately of any unauthorized disclosure or destruction of personal or confidential information and take further steps to avoid an additional breach of security.

10) Records, Inspections, Reports and Evaluation.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors or Partner Meetings if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the date the Department approves the Final Report described in Section 9(c) below.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the date the Department approves the Final Report. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department throughout the Grant period and through the subsequent record retention period.
- iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of contractors and Subgrantees in connection with the Project for three (3) years past the date of termination of the contractual relationship between the contractor and Grantee.

b) Inspections. During the term of this Agreement and for a period of three (3) years following the date the Department approves the Final Report, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement. This provision shall survive the term of this Agreement.

c) Reports

- i) Grantee agrees to comply with guidelines issued by the Department regarding, but not limited to:
 - (1) Project Schedule;
 - (2) Quarterly Disbursements;
 - (3) Governance and Sustainability Planning;
 - (4) Completion of a Comprehensive Partnership Plan
 - (5) Industry Return on Investment Metrics;
 - (6) Participation in the Real Jobs RI Organization Directory, or successor service;
 - (7) Quarterly Financial Expenditure Reports;
 - (8) Program and Outcomes Reports.
- ii) Grantee shall provide the Department with Financial Expenditure, Programmatic and Participant Reports on a schedule and in a format as required by Department Guidelines.

- iii) Reports shall contain such information as the Department requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Approved Project Budget, and benchmarks reached.
- iv) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a **Final Report** providing a narrative summary of the effectiveness of funded training, related Partnership activities, any problems encountered in completing the Project, quantitative outcomes, and such other information as the Department requires. This report will compare projected outcomes to actual program impact and, where applicable, include a rationale for the failure to meet any projected goals. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of Grantee, that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- v) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

d) Evaluation.

- i) Grantee agrees to cooperate with and assist with any third-party evaluation commissioned by the Department, including aiding in the collection of data and/or conducting surveys or interviews among partnership members.

11) Default and Remedies.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Approved Budget, the approved scope of work for the Project, or, in the case of funds received through the PITCH process, the purpose(s) described in Section C of the PITCH funding request document; (iii) the failure to commence or complete the Project by the dates set forth in the Project Schedule, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; or (v) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate.
- c) In the event of termination by the Department:
 - i) The Department may withhold disbursement of Grant funds. Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds.

- ii) The Department may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; or
- iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- d) The Parties may mutually agree to terminate this Agreement without cause. Termination of the Agreement will not release the party(ies) from any prior commitments, obligations, or transactions occurring prior to the effective date of termination or any non-cancellable obligations that may extend beyond the termination date.
- e) In addition to the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which shall survive the termination of this Agreement.
- f) Grantee agrees to return any remaining proceeds of the Grant to the Department upon termination of the Agreement, whether due to default, mutual agreement, or completion of the Project.

12) Grantee's Certifications.

Grantee certifies that:

- a) Grantee has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) The acceptance of the Grant and the entering into of the Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.
- c) The representations, statements, and other matters contained in the Approved Proposal and any amendments thereto are and remain true and complete in all material respects.
- d) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- e) Grantee will operate this Project in compliance with State and federal laws and regulations and acknowledges that:
 - i) This agreement may be terminated without penalty, if the grantee or any subgrantee, or contractor or any subcontractor engages in severe forms of trafficking in persons, or has procured a commercial sex act during the period of time that the grant is in effect, or uses forced labor in performance of the grant, or engages in acts that directly support or advance trafficking in persons.

- ii) Grantees are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
 - iii) Grantees are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct activities related to the Grant.,
- 13) Liability. Grantee shall hold harmless and indemnify the Department and the State of Rhode Island (State) from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Grantee or its Subgrantees or subcontractors under this Grant. This indemnification clause shall not be construed to mean that the Grantee shall indemnify the Department or the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the Department or the State or the State's employees. The Department and the State have no obligation to provide legal counsel or defense or to the Grantee or its Subgrantees or subcontractors in the event that a suit, claim, or action of any character is brought by any person as a result of or relating to the Grantees performance under this Grant. The State has no obligation for the payment of any judgments or the settlement of any claims against the Grantee or its Subgrantees or subcontractors as a result of or relating to the Grantees performance under this Grant. The Department and State are not deemed to have waived any immunity that may exist in law, regulation or otherwise. This Section shall survive the term of this Agreement.
- 14) Indemnification. Grantee agrees that all costs incurred by the Department or State as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, including reasonable attorney's fees, shall be immediately, and without notice, due and payable by Grantee to the Department. Any assumption of liability or indemnification is not to be deemed as a waiver to any immunity that may exist in law, regulation or otherwise. Grantee's obligation to indemnify the Department shall survive the term of this Agreement.
- 15) Personnel. Personnel employed directly or indirectly by the Grantee under this agreement, shall not be considered employees of the Department. The Grantee shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation, religion or physical or mental handicap. The Grantee agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment. The Grantee shall ensure that a Sexual Harassment Policy is included in its personnel procedures
- 16) Applicability to Subgrantees, Contractors, and Agents. Where performance of the Project is to be carried out by any Subgrantee, contractor, or agent of Grantee, Grantee shall make the provisions of this Agreement binding on such Subgrantee, contractor, or agent. This shall be accomplished by a written agreement or contract between Grantee and any Subgrantee, contractor, or agent. The term "**Grantee**" as used in this Agreement, shall be interpreted to include any Subgrantee, contractor, or agent of Grantee. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement.

17) Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, may be delivered:

- a) Via electronic mail to the Grantee's assigned Grant Advisor, or
- b) By mail to:

Department of Labor & Training – Real Jobs RI
1511 Pontiac Avenue
Cranston, RI 02920
Attn: Mallory McMahon

- c) Communications to Grantee shall be directed to the party identified in the Proposal as the Lead Applicant.

18) Amendment. This Agreement may not be amended except by a written instrument executed by the Department and Grantee.

19) Assignment. This Agreement may not be assigned without the prior written approval of the Department.

20) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements not otherwise incorporated into this Agreement between the parties hereto with respect to the Grant.

21) Governing Law. This Agreement shall be governed by, subject to, and construed according to the laws of the State of Rhode Island and Providence Plantations. The Grantee, Subgrantees, and their contractors shall comply with all applicable federal, State, and local laws.

22) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Department (the "**Effective Date**") and shall remain in effect until the Department's receipt and approval of the Final Report.

23) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

24) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.

25) Progress of the Project. If the Project is not being completed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the

Department declaring a default, the Department may require Grantee to accept additional technical assistance the Department feels is necessary for the Project to proceed in a manner acceptable to the Department.

- 26) Due Credit. Grantee shall give due credit to the Department of Labor and Training and/or the Real Jobs RI program. The Department shall be credited on all media announcements, billboards, and educational materials produced under the scope of this Grant award by the inclusion, where feasible, of the following language: "This project was funded in whole or in part through funds received from Real Jobs RI, an initiative of the Rhode Island Department of Labor and Training." or, when appropriate, "A proud partner of the Real Jobs RI program."
- 27) Waiver of Rhode Island's Access to Public Records Act. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department is required to disclose information about the Project to the Rhode Island General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. Such information that may be disclosed to any of the foregoing, including the public, may include the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application, and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. This information may be confidential under Rhode Island's **Access to Public Records Act**, Chapter 38-2 of the Rhode Island General Laws. If Grantee does not want this information made available to the above referenced parties, Grantee must attach a written objection to this Agreement.
- 28) Contingent Upon Appropriations. If the Federal and/or State government fail to appropriate funds or if funds are not otherwise made available for continued performance for any period of this Agreement, this Agreement must be cancelled automatically as of the beginning of the period for which funds were not appropriated or otherwise made available. Cancellation does not affect either the State's rights or either Party's right under any termination clause in this Agreement. The effect of cancellation of the Agreement hereunder will be to discharge both Parties and the State agencies from future performance of the Agreement, but not from their rights and obligations existing at the time of termination.