# ATTACHMENT A

## INTERGOVERNMENTAL GRANT AGREEMENT

**Agreement No. 17-191X**

Informational Cover Page

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INTERGOVERNMENTAL GRANT AGREEMENT

Agreement No. 17-191X

This Agreement is between the State of Oregon acting by and through its Higher Education Coordinating Commission ("Agency" or "HECC") and XXXXX ("Grantee" or ), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110 and ORS 341.526.

SECTION 2: PURPOSE

ORS 341.526 authorizes HECC to establish a grant program for the purpose of distributing moneys to community colleges, or any foundations of community colleges, to increase the number of underserved, low-income and first-generation college-bound students who enroll in community college and make progress toward a degree or a certificate. Moneys distributed may be used for services that are designed to increase student enrollment, retention and degree and certificate completion, including counseling programs, college initiatives, advising services and assistance in obtaining financial aid.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective as of April 20, 2018, ("Effective Date"), and terminates on June 30, 2019, unless terminated earlier in accordance with Section 16.

Funds that are not encumbered or spent by December 31, 2018 may be scheduled for redistribution to other grant projects at Agency’s discretion.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Luis Juarez
255 Capitol Street NE, 3rd Floor
Salem, OR 97310-0103
503-947-2430(Office)
luis.juarez@state.or.us

4.2 Grantee’s Authorized Representative is:
4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee shall perform the project activities set forth on Exhibit A (the “Project”), attached hereto and incorporated herein by this reference.

SECTION 6: GRANT

In accordance with the terms and conditions of this Agreement, Agency shall provide Grantee up to $XXXXX (“Grant Funds”). Agency shall pay the Grant Funds from monies appropriated by the Oregon Legislative Assembly to carry out ORS 341.526. Grant Funds may be used only for eligible expenditures authorized by this Agreement. Administrative overhead costs shall not exceed 10% of the total Grant Funds.

6.1 Disbursement Generally. Agency shall disburse the Grant Funds upon receipt of Grantee’s invoices, and according to the following schedule:

- Invoice #1: $XXXXX, upon execution of this Agreement
- Invoice #2: $XXXXX, after December 1, 2018 (This invoice must list all funds spent or encumbered prior to December 1, 2018 that were not previously reported.)
- Invoice #3: $XXXXX, upon completion of the Project but no later than July 31, 2019

To be processed for payment, invoices must include the following information:

- Invoice date;
- Agency’s Agreement number, 17-191X;
- Amount being invoiced; clearly identify how much of the invoice is associated with administrative overhead
- A description of the Project activities planned for or completed during the invoice period.
- Invoice #2 and invoice #3 must be accompanied by periodic progress reports as described in Exhibit A.

Grantee shall send invoices to the following address:
Higher Education Coordinating Commission  
Attention: Accounts Payable  
255 Capitol Street NE  
Salem, OR 97310

Or by email to: HECC.finance@HECC.Oregon.gov

6.2 Allowable Costs. The Grant Funds are for the Project and shall only be used to pay for Allowable Costs of the Project. “Allowable Costs” means costs of the Project incurred by Grantee and used for the purposes set forth in Exhibit A. Any changes to the Project must be approved by Agency by an amendment pursuant to Section 19 hereof. Grantee shall not use any Grant Funds for costs outside of what is specified in this Agreement, whether or not related to this Agreement.

6.3 Conditions Precedent to Disbursement. Agency’s obligation to disburse Grant Funds to Grantee under this Agreement is subject to satisfaction of each of the following conditions precedent:

6.3.1 Agency has received sufficient funding and expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.

6.3.2 No default as described in Section 11 has occurred.

6.3.3 Grantee’s representations and warranties set forth in Section 7 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

6.3.4 Agency will not make any disbursement for any invoice submitted after the date set forth in Exhibit A for any items incurred after the termination date set forth in Section 3.

6.4 Recovery of Grant Funds. Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended on the earlier of termination or expiration of this Agreement (“Unexpended Funds”) must be returned to Agency. Grantee shall return all Misexpended Funds and Unexpended Funds to Agency promptly after Agency’s written demand but in any event no later than 30 days after Agency’s written demand.

6.5 Duplicate Payment. Grantee shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same costs and expenses financed by or paid for by Grant Funds from any other agency of the State of Oregon or an agency of the United States of America or any other party, organization or individual.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Agency that:
7.1 Grantee is a XXXXX (community college/foundation of a community college) duly organized and validly existing under the laws of Oregon. Grantee has the power and authority to enter into and perform this Agreement;

7.2 The making and performance by Grantee of this Agreement (a) have been duly authorized by Grantee, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee’s enabling law, organizational documents or other organizational rules or policies and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is party or by which Grantee may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement, other than those that have already been obtained;

7.3 This Agreement has been duly executed and delivered by Grantee and, when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms; and

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

9.1.1 "Grantee Intellectual Property" means any intellectual property owned by Grantee and developed independently from the work under this Agreement. Grantee Intellectual
Property includes any derivative works and compilations of any Grantee Intellectual Property that are owned by Grantee.


9.1.3 "Work Product" means all tangible and digital material that Grantee is required to deliver to Agency under this Agreement.


9.2 All Work Product Intellectual Property created by Grantee under this Agreement shall be the property of Grantee. Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, non-commercial, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes or as otherwise contemplated in this Agreement, the Work Product Intellectual Property created by Grantee under this Agreement, and to authorize others to do the same on Agency’s behalf.

9.3 If Work Product is protected by Grantee Intellectual Property, and to the extent necessary to allow Agency to use the Work Product for governmental purposes or as otherwise contemplated in this Agreement, Grantee grants to Agency to a royalty-free, non-exclusive, non-commercial and irrevocable license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display such Grantee Intellectual Property and to authorize others to do the same on Agency’s behalf.

9.4 If Work Product contains materials protected by Third Party Intellectual Property, and to the extent necessary to allow Agency to use the Work Product for governmental purposes or as otherwise contemplated in this Agreement (the “Desired Purposes”), Grantee shall either:

9.4.1 Secure on Agency’s behalf a royalty-free, nonexclusive, non-commercial and irrevocable license to use, reproduce, distribute copies of, perform and display such Third Party Intellectual Property and to authorize others to do the same on Agency’s behalf; or

9.4.2 Remove such materials from the Work Product and re-deliver the Work Product without any materials protected by Third Party Intellectual Property that has not been appropriately licensed;

9.4.3 If the options set forth in Sections 9.4.1 and 9.4.2 are not reasonably viable, the Parties shall agree to an equitable reduction in payment due to the Agency’s inability to use, for
the Desired Purposes, the Work Product that contains such material.

9.5 If state or federal law requires that Grantee grant to the United States a license to any Work Product Intellectual property, or if state or federal law requires that Agency or the United States own the Work Product Intellectual Property, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or assign ownership in the intellectual property to the United States or Agency.

SECTION 10: INDEMNIFICATION

10.1 Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subcontractors, or agents under this Agreement.

10.2 Grantee will have control of the defense and settlement of any claim that is subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the claim in the name of the State of Oregon or any of its agencies, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any claim on behalf of the State of Oregon or any of its agencies without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

SECTION 11: GRANTEE DEFAULT

Grantee will be in default under this Agreement upon the occurrence of any of the following events:

11.1 Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

11.2 Any representation, warranty or statement made by Grantee in this Agreement or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;
11.3 Grantee (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (e) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (f) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (g) takes any action for the purpose of effecting any of the foregoing; or

11.4 A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Grantee, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (c) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Grantee is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).

11.5 Grantee uses or expends Grant Funds for any purpose other than that permitted in this Agreement.

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

13.1 In the event Grantee is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of its obligations under this Agreement pursuant to Section 16, (b) reducing or withholding payment for Project activities that Grantee has failed to complete within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Grantee to complete, at Grantee’s expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
13.2 In the event Agency is in default under Section 12 and whether or not Grantee elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Grantee’s sole monetary remedy will be for reimbursement of Project activities completed and accepted by Agency, within any limits set forth in this Agreement for authorized expenses incurred, whether invoiced or to be invoiced, and for interest within the limits of ORS 293.462, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Grantee exceed the amount due to Grantee under this Section 13.2, Grantee shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

If payments to Grantee under this Agreement, or any other agreement between Agency and Grantee, exceed the amount to which Grantee is entitled, Agency may, after notifying Grantee in writing, withhold from payments due Grantee under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to Grantee;

16.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Agreement;

16.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency’s performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
16.2.4 Upon 15 days advance written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured by Grantee upon expiration of the 15 days; or

16.2.5 As otherwise expressly provided in this Agreement.

16.3 Grantee may terminate this Agreement as follows:

16.3.1 Immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Grantee’s reasonable administrative discretion, to perform its obligations under this Agreement;

16.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee’s performance under this Agreement is prohibited or Grantee is prohibited from paying for such performance from the planned funding source;

16.3.3 Upon 15 days written notice to Agency, if Agency is in default under this Agreement and such default remains uncured by Agency upon expiration of the 15 days; or

16.3.4 As otherwise expressly provided in this Agreement.

16.4 Upon receiving a notice of termination of this Agreement, Grantee will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency’s reasonable request, Grantee will surrender all documents, research or objects or other tangible things needed to complete the Project activities that were to have been performed by Grantee under this Agreement.

SECTION 17: CONFLICT OF INTEREST

If Grantee is currently performing work for the State of Oregon or the federal government, Grantee by signature to this Agreement declares and certifies that Grantee’s activities under this Agreement and the Projects activities to be funded by this Agreement, create no potential or actual conflict of interest as defined by ORS Chapter 244.

SECTION 18: NONAPPROPRIATION

Agency’s obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
SECTION 19: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system if transmission is during the normal business hours of the recipient, or on the next business day, if transmission is outside the normal business hours of the recipient. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number if transmission is during the normal business hours of the recipient, or on the next business day, if transmission is outside the normal business hours of the recipient.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 13, 14, 15 and 21 hereof and those rights and obligations that by their terms are intended survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 23: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.
SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 25: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 26: INTENDED BENEFICIARIES

Agency and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party’s reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of the Project activities under this Agreement. Agency may terminate this Agreement upon written notice to Grantee after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCESSORS IN INTEREST

Grantee may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency’s consent to Grantee’s assignment or transfer of its interest in this Agreement will not relieve Grantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS
Grantee shall not, without Agency’s prior written consent, enter into any subcontracts for any of the Project activities required of Grantee under this Agreement. Agency’s consent to any subcontract will not relieve Grantee of any of its duties or obligations under this Agreement.

SECTION 30:  TIME IS OF THE ESSENCE

Time is of the essence in Grantee’s performance of the Project activities under this Agreement.

SECTION 31:  MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32:  RECORDS MAINTENANCE AND ACCESS

Grantee shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Grantee performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as “Records.” Grantee acknowledges and agrees that Agency and the Oregon Secretary of State’s Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts, transcripts and copies. Grantee shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Grantee shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33:  HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.
SECTION 34: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Project), attached Exhibit B (the Budget), attached Exhibit C (Report Template), and Agency’s Request for Grant Applications #525-1050-18. A copy of Agency’s Request for Grant Applications #525-1050-18 is kept at and may be inspected at Agency.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Higher Education Coordinating Commission

By: _____________________________________________ Date
Holley A. Oglesby, Designated Procurement Officer

By: _____________________________________________ Date
Approved Signature

Name & Title (print): ______________________________

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: _____________________________________________ Date

Name & Title (print): ______________________________
EXHIBIT A
THE PROJECT

All Grant Funds must be used for direct support of Agency’s Project objectives, and must be within the scope of ORS 341.526.

- Grantee shall submit periodic progress reports to Agency in the format provided in Exhibit C (Report Template) – one at the Project’s midpoint, as well as a final Project report. Progress reports must be included with invoice #2 and invoice #3 as described in Section 6.1. Progress reports shall include the following elements:
  o descriptions of planned or completed activities
  o progress to date
  o barriers and how they were overcome
  o partnership interactions
  o performance and outcomes measurement against established benchmarks and standards
  o the number of students served during the report period, broken down by the following categories:
    ▪ ethnicity
    ▪ gender
    ▪ program of study
    ▪ credit level
  o and summaries of Project expenditures to date.
- If tuition and course fees are included in the Project, reimbursements will be allowed only upon student course completion.
- Meeting expenses must be associated with clearly identified Project-related purposes or outcomes for each meeting.
- Administrative costs are allowed, up to a maximum of 10 percent of the Grant Funds. Administrative costs include indirect Project costs (e.g., overhead) incurred by Grantee in the performance of the Project.
- Mid-point monitoring will be conducted by Agency, and an on-site review or conference call review may be conducted to assess progress. Partners involved in the Project will be required to attend on-site or conference call monitoring meetings.
- Purchase of non-consumable equipment, of any value, may or may not be approved by Agency. Grantee must obtain Agency’s written permission prior to making any such purchase. For the purpose of this Agreement, “non-consumable equipment” is defined as property that is durable and has an expected service life of two years or more. Non-consumable equipment includes, but is not limited to: software, computers, or similar information technology assets.
- Consumable supplies necessary for the successful implementation and performance of the Project are allowable costs. For the purpose of this Agreement, “consumable supplies” are defined as items that are consumed, or otherwise utilized, in the normal course of Project activities (e.g., office supplies, textbooks, and similar items).
- Project activities must be completed by June 30, 2019. The Project’s final progress
report and invoice must be submitted to Agency by July 31, 2019.

- **Note:** Funds that are not encumbered or spent by December 31, 2018 may be scheduled for redistribution to other grant projects at Agency’s discretion.

Grantee’s Project goals are as follows: [INSERT INFO FROM APPLICATION]
EXHIBIT B

BUDGET

The Parties agree that Grantee’s Project budget is estimated. Minor modifications to adjust line item amounts (not to exceed X% of the original line item amount) can be made without requiring an amendment to this Agreement; however, in no instance shall Agency’s payments to Grantee exceed the amount identified in Section 6 of this Agreement.
EXHIBIT C

REPORT TEMPLATE

Agreement #17-191X
Grantee Name: XXXX

MIDPOINT/FINAL PROGRESS REPORT
(Midpoint report due by December 31, 2018; final report due by July 31, 2019)

PROJECT PROGRESS
(See Exhibit A of Agreement.)

• Description of planned or completed activities

• Progress to date

• Barriers and how they were overcome

• Partnership interactions

• Performance and outcomes measurement against established benchmarks and standards

• Number of students served during the report period, broken down by ethnicity, gender, program of study and credit level

PROJECT BUDGET
(Provide an itemization of expenditures to date AND a summary of expenditures planned for the remainder of the Project.)

Prepared By: Name, Title
Date Prepared: MM/DD/YYYY