

ATTACHMENT D

Informational Cover Page – Grant

THIS PAGE IS NOT PART OF THE AGREEMENT

Agreement No. 26-021__

AGREEMENT INFORMATION	
Project Title:	Artificial Intelligence (AI) Classroom Integration 2026-27
Allowable Cost Period:	7/1/2026 – 6/30/2027
Effective Period:	Upon Execution – 7/31/2027
Amount:	\$
Distribution Schedule:	Quarterly Reimbursement
Funding Source:	General Funds
GRANTEE INFORMATION	
Grantee:	Grantee
Address:	Street Address City, State ZIP
Administrator:	Grantee Agreement Administrator
Phone:	Phone number
Email:	
Fiscal Contact:	Fiscal Contact
Phone:	Phone number
Email:	
HECC INFORMATION	
Administrator:	Jennifer Rice
Phone:	503-856-2879
Email:	Jennifer.rice@hecc.oregon.gov
Procurement Contact:	Shannon Ziglinski
Phone:	503-979-5850
Email:	Shannon.ziglinski@hecc.oregon.gov

STATE OF OREGON GRANT AGREEMENT

Agreement No. 26-021__

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

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 350.075, and 660.400.

SECTION 2: PURPOSE

The purpose of this Agreement is to award grants to eligible entities that administer K-20 programming for the purpose of implementing Artificial Intelligence (“AI”) tutoring programs in classrooms. Grant Funds aim to pilot AI-enabled, personalized tutoring using student-facing platforms and tools in secondary and post-secondary education.

SECTION 3: TERM OF AGREEMENT

This Agreement is effective when all Parties have executed this Agreement and all necessary approvals have been obtained. This Agreement terminates on July 31, 2027 unless terminated earlier in accordance with Section 18.

SECTION 4: GRANT ADMINISTRATORS

4.1 HECC’s Grant Administrator is:

Jennifer Rice
3225 25th Street SE
Salem, OR 97302
Phone: 503-856-2879
Email: Jennifer.rice@hecc.oregon.gov

4.2 Grantee’s Grant Administrator is:

Grantee Administrator
Street Address
City, State Zip
Phone: Phone Number

Email:

- 4.3** Either Party may change its Grant Administrator by providing written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee shall perform the project activities set forth in Exhibit A ("The Project"), attached and incorporated by this reference.

SECTION 6: GRANT

In accordance with the terms and conditions of this Agreement, HECC shall provide Grantee up to \$Dollar Amount ("Grant Funds") for the purposes described in this Agreement.

- 6.1 Disbursement Generally.** HECC shall disburse the Grant Funds upon receipt and acceptance of Grantee's reimbursement requests. Reimbursement requests should be submitted no more frequently than quarterly for actual expenditures incurred.
- 6.1.1** Grantee must make reimbursement requests using the Reimbursement Request Form, attached as Exhibit B. Grantee may request an alternative invoicing schedule in writing to HECC to be approved by HECC without an amendment to this Agreement.

Grantee shall e-mail reimbursement requests to HECC.finance@HECC.Oregon.gov and a copy to the Grant Administrator: Jennifer.rice@hecc.oregon.gov

To be processed for payment, final reimbursement requests must be submitted no later than 30 days following the end of the Allowable Cost Period stated in Section 6.2.

- 6.2 Allowable Cost Period.** The Allowable Cost Period is the period between July 1, 2026 and June 30, 2027.
- 6.3 Allowable Costs.** The Grant Funds shall only be used to pay for costs of the Project incurred by Grantee during the Allowable Cost Period and used for the Project as set forth in Exhibit A. Any changes to the Project must be approved by HECC in writing; however, notwithstanding the foregoing, if HECC determines a requested change to the Project is material, HECC may require the execution of an amendment to this Agreement.
- 6.4** By execution of this Agreement, Grantee certifies in writing that it has complied with all applicable requirements under Section 11.
- 6.5 Conditions Precedent to Disbursement.** HECC's obligation to disburse Grant Funds to Grantee under this Agreement is subject to satisfaction of each of the following conditions precedent:
- 6.5.1** HECC has received sufficient funding and expenditure authorizations to allow HECC, in

the exercise of its reasonable administrative discretion, to make the disbursement.

6.5.2 No default as described in Section 12 has occurred.

6.5.3 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.

6.5.4 By execution of this Agreement, Grantee certifies in writing that is has complied with all applicable requirements under Section 11.

6.5.5 HECC has received and accepted all reports related to this Agreement due at time of disbursement.

6.6 Backup Documentation. Upon request by HECC, Grantee will promptly provide backup documentation satisfactory to HECC to support Grantee's expenditure of Grant Funds.

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

6.8 Suspension of Funding and Project. HECC may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if HECC has or reasonably projects that it will have insufficient funds from the funding source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds. If HECC subsequently projects that it will have sufficient funds, HECC will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and HECC will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, HECC will either (i) cancel or modify the stop-work order by a supplemental written notice or (ii) terminate this Agreement as permitted by either the termination at HECC's discretion or for cause provisions of this Agreement.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to HECC that:

7.1 Grantee is a **Entity Type** duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder;

- 7.2** The making and performance by Grantee of this Agreement (a) have been duly authorized by Grantee according to its governing laws and organizational documents, (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 a party or by which Grantee or any of its properties 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 HECC, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 7.4** 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.
- 7.5** Grantee acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by Grantee pertaining to this Agreement that constitutes a "claim" (as defined by the Oregon False Claims Act, ORS 180.750 (1)). By its execution of this Agreement, Grantee certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement or to the Project. In addition to other penalties that may be applicable, Grantee further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Grantee. Nothing in this Section or this Agreement may be construed as limiting or derogating from any authority granted the Oregon Attorney General under 180.750 to 180.785.
- 7.6** Grantee shall immediately report in writing, to HECC, any credible evidence that a principal, employee, agent, or subcontractor of Grantee, or any subgrantee or other person, has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or monies paid by HECC under this Agreement.
- 7.7** Grantee must include subsections 7.5 through 7.6 of this Section in each subcontract or subgrant Grantee may award in connection with the performance of this Agreement. In doing so, Grantee may not modify the terms of those subsections, except to identify the subcontractor or subrecipient who will be subject to those provisions.

- 7.8** If HECC provides Grantee any data under this Agreement, Grantee shall obtain HECC's written approval prior to exposing any of the HECC-supplied data to generative artificial intelligence tools of any kind.
- 7.9** If Grantee creates any Work Product intended or anticipated by the parties to be posted as web content or through mobile applications, Grantee will ensure the Work Product complies with Web Content Accessibility Guidelines, Version 2.2 Level AA accessibility standards and Section 508 of the Rehabilitation Act (29 U.S.C. § 794d). Guidelines found here: <https://www.w3.org/TR/WCAG22/>

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 HECC 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** "**Third Party Intellectual Property**" means any intellectual property owned by parties other than Grantee or HECC.
- 9.1.2** "**Work Product**" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to HECC under this Agreement, and all intellectual property rights therein.
- 9.2** Grantee retains ownership of all Work Product, and grants HECC an irrevocable, non-exclusive, perpetual, royalty-free, fully paid-up, world-wide license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work

Product, to authorize others to do the same on HECC's behalf, and to sublicense the Work Product to other entities without restriction.

- 9.3** If the Work Product created by Grantee under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on HECC's behalf and in the name of HECC an irrevocable, non-exclusive, perpetual, royalty-free, fully paid-up, world-wide license allowing HECC and other entities the same rights listed above for to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product.
- 9.4** If state or federal law requires that HECC or Grantee grant to the United States a license to any intellectual property in the Work Product then Grantee shall execute such further documents and instruments as HECC may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or HECC.

SECTION 10: INDEMNIFICATION

- 10.1** Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and HECC and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subcontractors, or agents under this Agreement or in connection with the Project.
- 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: BACKGROUND CHECK/CRIMINAL HISTORY VERIFICATION

This Section 11 is only applicable to Grantee if its employees, potential employees, or volunteers will be interacting unsupervised and in-person with "Vulnerable Populations" (defined as minors, elderly, and persons with disabilities) in the completion of the Project Activities under this Agreement.

- 11.1** To the extent permitted by law, Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer interacting with Vulnerable Populations and funded with resources from this Grant, as follows:
- 11.1.1** By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police office and furnish a copy thereof to Grantee; or
 - 11.1.2** As the employer, by contacting a local Oregon State Police office for an “Oregon only” criminal history check on the applicant/employee/volunteer; or
 - 11.1.3** By use of another method of criminal history verification that is at least as comprehensive as those described in Sections 11.1.1 and 11.1.2 above.
A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with Vulnerable Populations.
- 11.2** To the extent permitted by law, in addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by Grantee’s written policies and procedures, current and appropriate information includes the results of public sex offender and child abuse websites/registries. A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably- accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including:
- 11.2.1** The Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);
 - 11.2.2** The website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
 - 11.2.3** The website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating Vulnerable Populations in the course of activities under the award.
- 11.3** Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers. The review must examine:
- 11.3.1** The severity and nature of the crime;
 - 11.3.2** The number of criminal offenses;
 - 11.3.3** The time elapsed since commission of the crime;
 - 11.3.4** The circumstances surrounding the crime;

- 11.3.5** The subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and
- 11.3.6** The police or arrest report confirming the subject individual's explanation of the crime.
- 11.4** Grantee must determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee, or volunteer scheduled to work with Vulnerable Populations, and whether based upon the conviction the person poses a risk to working safely with Vulnerable Populations. If Grantee intends to hire or retain the employee, potential employee, or volunteer, Grantee must confirm in writing the reasons for hiring or retaining the individual. These reasons must address how the applicant, employee, or volunteer is presently suitable or able to work with Vulnerable Populations in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraphs of this Section. Grantee will ensure that all information related to the criminal background check of the applicant, employee, or volunteer is filed and retained in the appropriate file.
- 11.5** Grantee must make determinations of suitability, in advance, before individuals may interact with participating Vulnerable Populations, regardless of the individual's employment status. All required background check information must be completed before the determination regarding suitability.

SECTION 12: GRANTEE DEFAULT

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

- 12.1** Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 12.2** Any representation, warranty or statement made by Grantee in this Agreement or in any documents or reports relied upon by HECC to measure the activities under this Agreement, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;
- 12.3** 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) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) 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 (h) takes any action for the purpose of effecting any of the foregoing;

- 12.4** 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 Federal Bankruptcy Code (as now or hereafter in effect); or
- 12.5** Grantee uses or expends Grant Funds for any purpose other than that permitted in this Agreement.

SECTION 13: HECC DEFAULT

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

SECTION 14: REMEDIES

- 14.1** In the event Grantee is in default under Section 12, HECC 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 18, (b) reducing or withholding disbursement of Grant Funds, (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, (e) exercise of its right of recovery of overpayments under Section 15 of this Agreement or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from HECC. These remedies are cumulative to the extent the remedies are not inconsistent, and HECC may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 14.2** In the event HECC is in default under Section 13 and whether or not Grantee elects to exercise its right to terminate this Agreement under Section 18.3, or in the event HECC terminates this Agreement under Sections 18.2.1, 18.2.2, 18.2.3, or 18.2.5, Grantee's sole monetary remedy will be for reimbursement of Project activities completed and accepted by HECC, within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, less any claims HECC has against Grantee under this Agreement. In no event will HECC 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 14.2, Grantee shall promptly pay any excess to HECC.

SECTION 15: RECOVERY OF GRANT FUNDS

Any Grant Funds disbursed to Grantee under this Agreement that exceed the amount to which Grantee is entitled, or are expended in violation or contravention of one or more of the provisions of this Agreement, or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to HECC unless otherwise agreed to by HECC in writing.

SECTION 16: 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 17: INSURANCE

Grantee shall maintain insurance as set forth in Exhibit F.

SECTION 18: TERMINATION

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

18.2 HECC may terminate this Agreement as follows:

18.2.1 Upon 30 days advance written notice to Grantee;

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

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

18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured 30 days after written notice thereof to Grantee; or

18.2.5 As otherwise expressly provided in this Agreement.

18.3 Grantee may terminate this Agreement as follows:

18.3.1 Immediately upon written notice to HECC, if HECC is in default under this Agreement and such default remains uncured 30 days after written notice thereof to HECC; or

18.3.2 As otherwise expressly provided in this Agreement.

18.4 Upon receiving a notice of termination of this Agreement, Grantee will immediately cease all activities under this Agreement, unless HECC expressly directs otherwise in such notice. Upon termination, Grantee will deliver to HECC all documents, information, works-in-progress, work product and other property that are or would be deliverables under the Agreement. And upon HECC'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 19: 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 20: NONAPPROPRIATION

HECC's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon HECC receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow HECC, 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 HECC.

SECTION 21: AMENDMENTS

The terms of this Agreement may only be altered, modified, supplemented or otherwise amended by written agreement signed by authorized representatives of both Parties, unless explicitly stated in other sections of this Agreement.

SECTION 22: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Administrator at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 22. Any notice so addressed and mailed becomes effective five 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.

SECTION 23: 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 6.7, 6.8, 8, 9, 10, 14, 15, 16, 23, 26, 33, 34 and 35 hereof and those rights and obligations that by their express terms survive termination of this Agreement, such as any report required to be submitted after the termination date; 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 24: 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 25: 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 26: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law. Including but not limited to:

- 26.1** Grantee shall, throughout the duration of this Agreement, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.
- 26.2** Grantee shall comply with ORS 652.220 and shall not discriminate against any of Grantee's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Grantee's compliance with this section constitutes a material element of this Agreement

and a failure to comply constitutes a breach that entitles HECC to terminate this Agreement for cause.

- 26.3** If any of the Project Activities described in Exhibit A involve the hiring of minors, Grantee must comply with all federal and state laws applicable to minor workers. See State of Oregon BOLI website: <https://www.oregon.gov/boli/employers/Pages/minor-workers.aspx>

SECTION 27: 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 28: INTENDED BENEFICIARIES

HECC 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 29: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by any and all unforeseen fire, riot, civil unrest, labor unrest, pandemic, 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. HECC 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 30: ASSIGNMENT AND SUCCESSORS IN INTEREST

Grantee may not assign or transfer its interest in this Agreement without the prior written consent of HECC 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. HECC'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 31: SUBCONTRACTS AND SUBGRANTS

Grantee shall not, without HECC's prior written consent, enter into any subcontracts or subgrants for any of the Project activities required of Grantee under this Agreement. HECC's consent to any subcontract or subgrant will not relieve Grantee of any of its duties or obligations under this Agreement.

SECTION 32: TIME IS OF THE ESSENCE

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

SECTION 33: 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 or otherwise agreed to as explicitly stated in other sections of this Agreement. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 34: 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 HECC and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee shall retain and keep accessible all Records for a minimum of six 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 35: PUBLIC RECORDS

All information and records submitted to HECC are subject to the Public Records Law, ORS 192.311 to 192.478, and may be subject to disclosure. If Grantee believes that any information or records it submits to HECC may be a trade secret under ORS 192.345(2), or otherwise is

exempt from disclosure under the Oregon Public Records Law, Grantee must identify such information with particularity and include the following statement:

“This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192.[insert], and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.311 through 192.478.”

If Grantee fails to identify with particularity the portions of such information that Grantee believes are exempt from disclosure, Grantee is deemed to waive any future claim of non-disclosure of that information.

SECTION 36: 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 37: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence:

- This Agreement less all exhibits,
- Exhibit A (“The Project”)
- Exhibit B, (“Spend Plan and Reimbursement Form”)
- Exhibit C, (“Reporting Form”)
- Exhibit D, (“Student Pre-Post Survey”)
- Exhibit E, (“Educator Survey”)
- Exhibit F, (“Required Insurance”)

SECTION 38: SIGNATURES

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. The Parties agree that by the exchange of this Agreement electronically, each has agreed to the use of electronic means. By inserting an electronic signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Agreement and that their electronic signature should be given full force and effect to create a valid and legally binding contract.

SIGNATURE PAGE FOLLOWS

Grantee

By: _____
Name, Title

Date

HIGHER EDUCATION COORDINATING COMMISSION

By: _____
Julia Pontoni, Chief Strategy Officer

Date

HECC – Review for procurement sufficiency

Reviewed by: _____
Derek Dizney, Procurement Manager

Date

DOJ – Review for legal sufficiency – Not applicable

EXHIBIT A

THE PROJECT

Part 1 – Background and Goals

HECC's convenes statewide partnerships and leads strategies across the workforce system to ensure that job-seekers have the skills, work-related training, and support they need to secure good-paying jobs, and that employers have the workforce they need to thrive. Workforce and Talent and Development Board initiative is to try to improve test scores for people and provide an on-demand AI tutor.

Part 2 – Project Activities

Part 3 – Project Schedule and Budget

Grantee's budget is \$_____.

HECC will disburse Grant Funds only for the costs of Project Activities that occur, including expenses incurred, during the Grant Performance Period. Grantee may only modify the Project with HECC's prior written approval.

Part 4 – Project Evaluation/ Reporting Requirements

Grantee will be required to provide an initial spend plan in the form of Exhibit B, within 15 days of execution of the Grant Agreement. Grantee will be required to submit updated spend plans as financial reporting, mid-point through the Grant Agreement and a final updated spend plan prior to the termination date listed in Section 3. Grantee will issue Student Pre-Post Survey in the form of Exhibit D and Educator Survey in the form of Exhibit E. Grantee will submit final performance report in the form of Exhibit C, to the HECC Grant Administrator due prior to the termination date listed in Section 3 of the Grant Agreement. Report will include:

- **Performance Reporting** – Answer narrative report questions related to project implementation and progress towards intended outcomes;
 - Student Pre-Post Survey
 - Educator Survey
- **Financial Reporting** – Use spend plan (Exhibit B) template provided by HECC that includes a description of the funds used towards the project activities. A mid-point spend plan due no later than January 15, 2027 and final spend plan due prior to the termination date listed in Section 3 of the Grant Agreement.

EXHIBIT B**SPEND PLAN AND REIMBURSEMENT FORM**

(ATTACHED AS EXCEL DOCUMENT)

AI in the Classroom Spend Plan					
	Quarter 1 (October - December)	Quarter 2 (January - March)	Quarter 3 (April - June)		
Licenses Purchased	0	0	0	0	Total Licenses Purchased
Funds Spent on Licenses	0	0	0	0	Total Funds Spent on Licenses
Other Software Purchased	0	0	0	0	Total Software Purchased
Funds Spent on Software	0	0	0	0	Total Funds Spent on Software
Hardware Purchased	0	0	0	0	Total Hardware Purchased
Funds Spent on Hardware	0	0	0	0	Total Funds Spent on Hardware
Software Training Purchased	0	0	0	0	Total Software Training Purchased
Funds Spent on Software Training	0	0	0	0	Total Funds Spent on Software
Total Funds Spent	0	0	0	0	
Summary of Licenses Purchased:					
Summary of Software Purchased:					
Summary of Hardware Purchased:					
Summary of Software Training Purchased:					

Reimbursement Request - AI in the Classroom			
Grantee (College or ESD):		Grant:	AI in the Classroom
Grant Number:		Total Grant Amount:	
Insitution Grant Administrator:			
Date of Request:			
Activity			
	Previously Paid	Requested	Remaining Amount
Totals:			0
Signed:			Date:
Prepared by:			
Send Request to: jennifer.rice@hecc.oregon.gov			

EXHIBIT C

REPORTING FORM

(ATTACHED AS WORD DOCUMENT)

Narrative Reporting

Pre-Post Survey for Students

Submit student surveys at two points in the process, when a student begins using the AI software and at the end of grant cycle or when they decide to no longer use the AI software, whichever is sooner. You can remove any personally identifiable information from the survey responses.

How many surveys were completed by students?

Pre Test total:

Post Test total:

Academic Outcome Reporting

Pre/post assessment scores in math and science. Assessment is flexible and can be aligned with regular coursework the student is assigned. For example an assessment taken before the use of the AI software and an assessment taken after the student has used the AI software; the assessment would be regular coursework the student would be expected to take regardless of the software. Please submit scores in Excel file.

Educator Survey

There are two educator surveys, one due at the midway point (insert date), and one at the end of the reporting period, by July 31, 2027. This is intended for educators whom interface with students using the AI tool on a regular basis.

How many surveys were completed?

Mid point survey total:

Final survey total:

EXHIBIT D

STUDENT PRE-POST SURVEY

(ATTACHED AS WORD DOCUMENT)

Pre/Post Survey

Q1: How long did you use the tool per week on average?

Hours:

Sessions:

Q2: How confident do you feel about your ability to improve your grades and test scores?

☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	☐ 6	☐ 7
Not confident						Very confident

Q3: What is your average level of frustration when learning new content?

☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	☐ 6	☐ 7
No frustration						Extreme frustration

Q4: What is your willingness to attempt hard problems?

☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	☐ 6	☐ 7
I am not willing						I am enthusiastic

Q5: How much do you use a direct human aide for instruction and guidance? (Tutoring, homework assistance, test prep)

Hours:

EXHIBIT E

EDUCATOR SURVEY

(ATTACHED AS WORD DOCUMENT)

Educator Survey

Pre-Test

Due halfway through the grant period (insert date when known)

Q1: What changes were observed in student behavior when they first began using the AI tutor?

Q2: What changes were observed in on-task behavior when they first began using the AI tutor?

Q3: What changes were observed in independence when they first began using the AI tutor?

Post-Test

Due at Final Report

Q1: What changes were observed in student behavior after using the AI tutor?

Q2: What changes were observed in independence after using the AI tutor?

Q3: What changes were observed in on-task behavior after using the AI tutor?

EXHIBIT F

REQUIRED INSURANCE

INSURANCE REQUIREMENTS

Grantee shall obtain, at Grantee's expense, the insurance specified in this Exhibit F prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon ("State") and that are acceptable to HECC. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors or subgrantee complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ **Required** ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PHYSICAL ABUSE AND SEXUAL MOLESTATION LIABILITY:

☒ **Required** ☐ **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to HECC covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent:

hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

PROFESSIONAL LIABILITY:

☐ Required ☒ Not required

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/ umbrella insurance may be used to meet the required limits of insurance.

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and HECC's acceptance of all Services required under this Contract, or, (ii) HECC or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee shall provide to HECC Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/ umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/ umbrella insurance. As proof of insurance HECC has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION:

Grantee or its insurer must provide at least 30 days' written notice to HECC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Grantee agrees to periodic review of insurance requirements by HECC under this Grantee and to provide updated requirements as mutually agreed upon by Grantee and HECC.

STATE ACCEPTANCE:

All insurance providers are subject to HECC acceptance. If requested by HECC, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to HECC's representatives responsible for verification of the insurance coverages required under this Exhibit F.