

MASTER SUB-RECIPIENT SUB-AWARD AGREEMENT

Between

CITY COLLEGE OF SAN FRANCISCO

and

GRANT SUB-RECIPIENT

CHABOT COLLEGE

This Master Sub-recipient Sub-award Agreement (hereinafter “Master Agreement”) Board Resolution Number FIO-090924 is entered into by and between CITY COLLEGE OF SAN FRANCISCO (hereinafter “CITY COLLEGE”), also known as the San Francisco Community College District, and the sub-recipient entity specified in ATTACHMENT A hereto, (hereinafter “SUB-RECIPIENT”);

WHEREAS, CITY COLLEGE has received the State Chancellor’s Office CA Community Colleges, Department of Energy (DOE)
As specified in ATTACHMENT A (the “Sub-recipient Project Agreement”),

WHEREAS, CITY COLLEGE desires and the GRANTING AUTHORITY specified in ATTACHMENT A approves the subcontracting for the services described in ATTACHMENT A, _____

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein, the parties agree as follows:

1. Scope of Work, Term, Amount: The scope of work, term of the Project, and the amount payable under the Project are described in ATTACHMENT A, and the Project’s line-item budget is described in ATTACHMENT B, both of which are incorporated herein by reference. All information and provisions contained in ATTACHMENTS A and B are a part of this Master Agreement as though fully set forth herein.

2. Master Agreement. The parties may enter into multiple Sub-recipient Project Agreements all of which incorporate by reference this Master Sub-recipient Agreement. Once the parties have executed this Master Agreement, this Master Agreement shall remain in full force and effect for all subsequent Project Agreements unless otherwise specifically provided in writing and signed by the parties. Each new Project Agreement subject to this Master Agreement shall have a consecutive Project Agreement number for its ATTACHMENT A and ATTACHMENT B (e.g., ATTACHMENT A-1, ATTACHMENT A-2, etc.). The presence of a Project Agreement number does not alter the status of the attachment as an ATTACHMENT A or and ATTACHMENT B for purposes of references to such attachments in this Master Agreement.

3. SUB-RECIPIENT Status: SUB-RECIPIENT is an institution of higher education, hospital or other non-profit organization and agrees to conform its performance to the terms and conditions outlined in the guidelines specific to and governing the granting agency, which is incorporated by reference herein, and as those terms and conditions may, from time-to-time, be revised.

4. Responsible Personnel. The Principal Investigator/Project Director specified in ATTACHMENT A is responsible for overseeing the sub-award as a whole. SUB-RECIPIENT shall immediately notify CITY COLLEGE of any change in the Principal Investigator/Project Director or other Senior Personnel.

5. Guidelines for Financial Management of Sub-award Funds. SUB-RECIPIENT warrants that it has a financial management system that provides accurate, current and complete disclosure of the financial status of the activities required by this sub-award. SUB-RECIPIENT warrants that this system is capable of generating regular financial status reports which indicate the dollar amount allocated for each activity (including any budget revisions), amount obligated, and the amount for each activity. SUB-RECIPIENT warrants its system permits the comparison of actual expenditures and revenues against budgeted amounts and that it is able to isolate and to trace every sub-award dollar received and prove where it went and for what it was used.

SUB-RECIPIENT'S accounting records will be supported by source documentation, such as invoices, purchase vouchers, payrolls, and the like in order to show for what purpose funds were spent. All employee time paid in whole or in part, by sub-award money must be supported with documents indicating the hours worked on sub-award activities and the hourly costs of such employee activities.

SUB-RECIPIENT shall use such forms as required by CITY COLLEGE to report the status of sub-award funds.

6. Audits. If SUB-RECIPIENT spends \$300,000 or more in **state funds** in a fiscal year, SUB-RECIPIENT may be subject to an audit performed in accordance with the requirements contained in the Single Audit Act Amendment of 1996 (31 USC 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," incorporated by reference herein and as those requirements may, from time-to-time, be revised.
(only applies to federally funded grants)

7. Retention of and Access to Records. SUB-RECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to its sub-award, including records for property and equipment acquired with federal funds for a period of not less than 5 years from the date of submission of its final expenditure report. Notwithstanding the foregoing, if any litigation, claim, or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. SUB-RECIPIENT shall transfer records that possess long-term retention value to CITY COLLEGE and/or the GRANTING AUTHORITY upon request.

SUB-RECIPIENT agrees that CITY COLLEGE, the GRANTING AUTHORITY, Inspector General, Comptroller General of the United States, California State Auditor or any of their duly authorized representatives, have the right of access to any SUB-RECIPIENT books, documents, papers, or other records pertinent to the sub-award, in order to make audits, examinations, excerpts, transcripts and copies of such documents.

8. Agreement Administration. SUB-RECIPIENT agrees to provide CITY COLLEGE with all SUB-RECIPIENT information, books, documents, papers and records related to the performance by SUB-RECIPIENT of this Master Agreement and its attachments and all information and records deemed appropriate by CITY COLLEGE to allow it to assess SUB-RECIPIENT'S conformance with the terms, conditions, and specifications of this Agreement and its attachments and the services provided hereunder.

9. Performance Reports: SUB-RECIPIENT shall submit performance reports to CITY COLLEGE as provided in Attachment A.

10. Desk Reviews, Limited-Scope Audits and Onsite Monitoring Activities. SUB-RECIPIENT shall provide CITY COLLEGE with reports and documentation requested by CITY COLLEGE to enable CITY COLLEGE to verify compliance through desk reviews, limited-scope audits, or otherwise. Additionally, SUB-RECIPIENT shall schedule up to two annual fiscal monitoring visits with CITY COLLEGE representatives to evaluate the progress and performance of the sub-award. CITY COLLEGE shall conduct such additional document reviews and onsite monitoring activities as it deems appropriate in connection with this sub-award.

11. Corrective and Remedial Actions. Should any problem exist in the performance of the sub-award, SUB-RECIPIENT shall take appropriate corrective action and institute measures to ensure that similar problems do not recur. SUB-RECIPIENT agrees that it will repay all funds that for any reason are determined not to have been properly expended by SUB-RECIPIENT.

SUB-RECIPIENT shall immediately notify CITY COLLEGE, in writing of developments that have a significant impact on the award-supported activities and of any problems, delays, or adverse conditions which materially affect the ability to meet the objectives of the sub-award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

If any cost attributable to this sub-award is disallowed by the GRANTING AUTHORITY, CITY COLLEGE shall pass that disallowance on to SUB-RECIPIENT and SUB-RECIPIENT shall make CITY COLLEGE whole for any cost disallowance made against CITY COLLEGE by the GRANTING AUTHORITY. CITY COLLEGE may recover such disallowances by any means available, including reducing future payments to SUB-RECIPIENT by the amount of the cost disallowance.

In the event of a dispute by SUB-RECIPIENT, it shall file with CITY COLLEGE a "Notice of Dispute" within ten (10) days of discovery of the problem. The parties will attempt to resolve the dispute, but if no resolution is reached within five (5) days, appropriate actions will be taken.

CITY COLLEGE is entitled to all administrative, contractual, and legal remedies available to it against SUB-RECIPIENT should SUB-RECIPIENT breach the terms of this Master Agreement or its attachments. No waiver of any breach of this Agreement or its attachments shall be held to be a waiver of any other or subsequent breach.

12. Enforcement. If the SUB-RECIPIENT materially fails to comply with the terms and conditions of its sub-award, CITY COLLEGE may take one or more of the following actions, as appropriate under the circumstances:

- (a) Temporarily withhold payments pending correction of the deficiency by the SUB-RECIPIENT;
- (b) Disallow all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the sub-award;
- (d) Withhold further sub-awards;
- (e) Take any other remedies that may be legally available.

SUB-RECIPIENT costs resulting from obligations incurred by the SUB-RECIPIENT during a suspension or after termination of a sub-award are not allowable unless CITY COLLEGE expressly authorizes them.

13. Termination. This Agreement may be terminated in whole or in part for convenience by mutual consent of both parties or by either party when that party provides 30 calendar days' notice. Notwithstanding the foregoing, should SUB-RECIPIENT seek to terminate a part of the sub-award, CITY COLLEGE may terminate the sub-award in its entirety if it determines that the purposes for which the sub-award was made will not be accomplished by reduced or modified performance of the sub-award by SUB-RECIPIENT.

CITY COLLEGE may terminate this Agreement in whole or in part for cause if the SUB-RECIPIENT materially fails to comply with the terms and conditions of its sub-award. Material failure includes, but is not limited to, failure of SUB-RECIPIENT to provide services called for by this Agreement or its attachments within the times specified herein or any extension thereof. Notice of termination for cause shall be in writing and sent by certified or registered mail, return receipt requested, and shall include the reason(s) for termination and the effective date of the termination. CITY COLLEGE may terminate this Agreement upon the termination of the GRANTING AUTHORITY grant under which this sub-award is made.

Termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

14. Insurance. Prior to performance under this sub-award, SUB-RECIPIENT shall file with CITY COLLEGE certificates of insurance or policies of workers' compensation, public liability, automobile liability (including non-ownership and hired vehicles) and property damage insurance satisfactory to CITY COLLEGE in an amount sufficient to protect CITY COLLEGE.

All insurance required by this provision shall be and remain in full force and effect for the entire contract period, and CITY COLLEGE OF SAN FRANCISCO shall be named as an additional insured under such insurance contracts, which shall contain a stipulation that the insurance provided shall not be reduced, terminate, lapse, or otherwise expire, prior to thirty (30) days written notice to that effect, given by the insurance carrier to CITY COLLEGE. The minimum limits of liability coverage shall be as follows:

(a) Comprehensive General Liability, including Premises and Operations; Elevator Liability; Providers Protective Liability; Products Liability including completed Operations Coverage; and Contractual Liability for this sub-award.

Limits: \$10,000,000/20,000,000 (per occurrence/annual aggregate)

(b) Comprehensive Automobile Liability, including all owned Automobiles; Non-Owned Automobiles; Hired Car Coverage. Limits: \$500,000/1,000,000 (per occurrence/annual aggregate)

(c) Workers' Compensation, including Employer's Liability. Limits: Statutory; Employer's Liability \$100,000

15. Liability and Indemnification: SUB-RECIPIENT shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience and delay which may be caused by or result from the carrying out of the work to be done under this Agreement, or from any act, omission or neglect of SUB-RECIPIENT or its employees.

SUB-RECIPIENT shall save, keep and hold harmless CITY COLLEGE, its officers, employees, agents, subcontractors, and representatives from, and if requested shall defend it against any and all loss, damages, costs and expenses, injury, liability and claims thereof for injury to or death of a person, or loss of or damage to property, or violation of statute, ordinance, resolution, or constitutional provisions, resulting directly or indirectly from SUB-RECIPIENT'S negligence or willful misconduct in performing this sub-award. SUB-RECIPIENT specifically acknowledges and agrees that it has an immediate and independent obligation to defend CITY COLLEGE, its officers, employees, agents and representatives from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to SUB-RECIPIENT by CITY COLLEGE and continues at all times thereafter. SUB-RECIPIENT shall be wholly responsible for its acts or omissions, including incidental and consequential damages resulting in whole or in part from SUB-RECIPIENT'S acts or omissions. Nothing in this Agreement constitutes a waiver or limitation of any rights which CITY COLLEGE may have under applicable law.

The obligations of CITY COLLEGE under this Agreement are limited to the payment of compensation specified in paragraph 3 of ATTACHMENT A. Notwithstanding any other provision of this Agreement, in no event shall City College be liable, regardless of whether any claim is based on contract or tort, or based on violation of any statute, ordinance, resolution, or constitutional provision, for any special, consequential, indirect or incidental damages, including, but not limited to lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

16. Conflict of Interest. SUB-RECIPIENT shall establish safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. No member of the governing body, or employee of SUB-RECIPIENT or its designees or agents shall have any interest, direct or indirect, in this sub-award.

17. Lobbying. SUB-RECIPIENT certifies it shall not pay federal funds, by or on behalf of itself, to any person to influence an officer or employee of any agency, a Member of Congress, or officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this sub-award, SUB-RECIPIENT shall complete and submit to CITY COLLEGE and to GRANTING AUTHORITY a Standard Form - LLL "Disclosure Form to Report Lobbying" in accordance with its instructions. SUB-RECIPIENT shall require that the language of this lobbying certification be included in any subcontracts it enters into and that all subcontractors shall similarly certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into.

18. Contracting by SUB-RECIPIENT. No part of this sub-award may be assigned or subcontracted without the prior written approval of CITY COLLEGE. SUB-RECIPIENT shall include in its subcontracts applicable provisions, including any applicable provisions of state and federal guidelines. SUB-RECIPIENT will not subcontract with any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in state and federal programs or activities. SUB-RECIPIENT assumes full responsibility for verifying and documenting the eligibility for participation of any party.

SUB-RECIPIENT shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor, and certify that the proposed subcontractor was selected according to any applicable competitive bidding processes. If there are no applicable competitive bidding processes, SUB-RECIPIENT will certify that the selection process was reasonably calculated to ensure that cost was given substantial weight in the selection process, and that the selected subcontractor is the best qualified party available to provide the required services. All subcontracts or sub-grants shall contain a provision prohibiting any third or subsequent tier subcontracts or sub-grants without additional written approval from CITY COLLEGE.

19. Nondiscrimination. SUB-RECIPIENT and its subcontractors shall not discriminate against any employee or applicant for employment, or against any student, or student applicant on the basis of race, color, ethnic group identification, national origin, ancestry, religion, gender, age, marital status, physical or mental disability, medical condition (cancer), sexual orientation, or status as a Vietnam-Era veteran.

20. Intangible Property. No reports, projects, materials, documents or programs produced in whole or in part under this Agreement shall be the subject of any application for copyright or copyright registration, patent, or trademark by or on behalf of SUB-RECIPIENT or by any officer, employee, subcontractor or agent of SUB-RECIPIENT.

21. No Authority to Bind CITY COLLEGE. SUB-RECIPIENT has no authority to enter into contracts on behalf of CITY COLLEGE, and this Agreement does not create a partnership between the parties.

22. Compliance with Applicable Law. SUB-RECIPIENT agrees to comply with all federal, state, and local laws and regulations applicable to this Agreement, including compliance with the provisions of Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, and § 2000e), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), the Americans with Disabilities Act of 1990 (42 U.S.C. §12100 et seq.), the Age Discrimination Act (42 U.S.C. § 6101), Executive Order No. 11246, the Hatch Act, applicable provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.) and all applicable amendments and/or regulations related thereto. SUB-RECIPIENT shall give preference in their procurement programs funded with federal funds to the purchase of recycled products pursuant to EPA guidelines. SUB-RECIPIENT is subject to any applicable GRANTING AUTHORITY grant conditions and any additional restrictions, limitations, or conditions enacted in the federal budget or laws and/or laws and Executive Orders which may affect the provisions, term, or funding of this contract in any manner.

23. Amendments. CITY COLLEGE and SUB-RECIPIENT may amend this Agreement by mutual consent. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties, and no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof, unless made in writing between the parties shall be binding on any party. Any alterations to ATTACHMENT A or ATTACHMENT B must be submitted to and approved in writing in advance by CITY COLLEGE.

24. Governing Law and Sever Ability. This sub-award Agreement shall be construed in accordance with and governed by the applicable laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement and sub-award shall be in San Francisco, CA. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of the provisions shall not be affected thereby.

25. Entire Agreement. This Master Agreement, and its ATTACHMENTS constitute the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

SUB-RECIPIENT, by its signature below, acknowledges that it has read this Master Agreement, ATTACHMENT A, and all other ATTACHMENTS hereto, understands their provisions, and agrees to be bound by their terms and conditions.

IN WITNESS THEREOF, the parties hereto have executed this Master Agreement.

CITY COLLEGE OF SAN FRANCISCO

CHABOT COLLEGE

By
Name: Peter Goldstein
Title: Vice Chancellor of Finance & Administration
Date: _____

By
Name: Lorenzo Legaspi
Title: Vice Chancellor of Business
Services
Date: _____

ATTACHMENT A
SUB-RECIPIENT PROJECT AGREEMENT

This ATTACHMENT A (“Project Agreement”) is a part of the Master Sub-recipient Sub-award Board Resolution Number FIO-090924 (hereinafter “Master Agreement”) between CITY COLLEGE OF SAN FRANCISCO (hereinafter “CITY COLLEGE”), also known as the San Francisco Community College District, and Chabot College, hereinafter “SUB-RECIPIENT”);

WHEREAS, CITY COLLEGE has received Department of Energy if applicable from the “GRANTING AUTHORITY” in support of the CITY COLLEGE proposal for Electric Vehicle Training

WHEREAS, CITY COLLEGE desires and the GRANTING AUTHORITY approves the subcontracting for the services described herein

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein, the parties agree as follows:

Scope of Work:

Chabot College's Automotive Program is a partner in developing college and High School / Regional Occupational Program (ROP) Hybrid and EV training programs, and will take the lead on developing a training program for independent auto technicians and facilities. In the first year of the grant, Chabot's Automotive Program will utilize the CCSF Hybrid Maintenance and Repair curriculum (with revisions jointly identified) to teach their own version of the Hybrid curriculum using grant funds. (During Spring or Summer Semester 2010). They will provide comments and feedback to the project's Technical Review Committee so that additional changes can be made.

During the second half of the first program year, Chabot's Automotive Program will develop a suitable curriculum and provide hybrid and electric vehicle instruction to the independent shop and technician community. The specific location can be anywhere within the SF Bay region.

During the second grant year (school year 2010-11), the revised college Hybrid curriculum will be taught again at Chabot college as part of the Automotive Program. Plug-in Hybrid and EV issues should be included in this revision. Also during this second year, a second training to Independent shops and technicians in the San Francisco Bay Area will be conducted by Chabot faculty. This training will be conducted at a location not covered in the initial course. The location will be determined by interest, as well as availability of infrastructure (shops and vehicles) to use for the training.

Subsequently, Chabot College faculty will assist the project team promote the curriculum and training to other colleges and faculty around the San Francisco Bay Region.

2. Term: The period of performance under this Project Agreement shall commence on December 1, 2009 and terminate on June 30, 2011.

3. Sub-award Amount: Total maximum payment by CITY COLLEGE for cost reimbursement under this Project Agreement shall not exceed \$30,000 for SUB-RECIPIENT per ATTACHMENT B. As a condition of this Project Agreement, SUB-RECIPIENT agrees to

provide cost sharing as specified in ATTACHMENT B in the amount therein specified. No funds from the GRANTING AUTHORITY or other funds may be used to meet SUB-RECIPIENT'S cost sharing obligation for this Project.

This Project Agreement shall have no force and effect unless and until funding is provided for the project by the GRANTING AUTHORITY.

4. CITY COLLEGE and SUB-RECIPIENT have executed Master Sub-recipient Sub-award per CCSF Board Resolution Number FIO-090924. SUB-RECIPIENT agrees that it is bound by all terms contained in the Master Agreement as well as any terms provided herein and in any attachments hereto.

5. Authority for Participation: SUB-RECIPIENT certifies by its signature that its governing body has duly adopted a resolution or other measure authorizing this sub-award.

6. Authority for Participation: SUB-RECIPIENT'S official or agent who is authorized to request reimbursement is Yulian Ligioso, Vice President, Administrative Services. SUB-RECIPIENT requests for reimbursement shall include an explanation of how requested funds will be used.

The financial institution where CITY COLLEGE shall make deposits under this sub-award is Chabot College, Business Services Office, 5020 Franklin Drive, Pleasanton, CA 94588.

7. Principal Investigator/Project Director. SUB-RECIPIENT'S Principal Investigator/Project Director for this Project is Tom Clark, Dean, Applied Technology and Business.

8. Performance Reports.. SUB-RECIPIENT shall submit to Gerald Bernstein, Program Coordinator, or such person as she designates, performance reports **per grantor's agreement** of each year covered by a sub-recipient sub-award agreement. In addition, a comprehensive final performance report is due 30 calendar days after the expiration or termination of the Agreement. Each performance report shall include brief information on the following:

- a. A comparison of actual accomplishment with the goals and objectives established for the period.
- b. Reasons why established goals were not met, if appropriate.
- c. Other pertinent information, including analysis and explanation of cost overruns or high costs.

Programmatic performance monitoring shall be scheduled as deemed appropriate by CITY COLLEGE to assess SUB-RECIPIENT progress on and completion of grant objectives and deliverables.

9. Notices. All notices, reports, and filings referenced in the Master Agreement or this Project Agreement are to be given by certified or registered mail, return receipt requested, postage fully prepaid, directed as follows:

For CITY COLLEGE:

Gerald Bernstein, Program Coordinator

For SUB-RECIPIENT:

Chabot College
25555 Hesperian Boulevard
Hayward, California 94545
Attention: Tom Clark, Dean, Applied Technology and Business

Notices, reports, and filings shall be effective when received, as indicated by post office records, or if undeliverable by the post office, such notices, reports, filings shall be postponed 24 hours for each intervening day.

10. IDENTIFY APPLICABLE GENERAL CONDITIONS:

___ California State Chancellor's Office General Conditions. This Agreement incorporates all applicable provisions of the Chancellor's Office Instructions, Terms, and conditions. Particular emphasis is placed on the responsibility of SUB-RECIPIENT to comply with Articles 1.4 (Procurement Standards), 1.11 (Travel), 1.5, 1.6 (Rearrangements and Alterations), 1.4 (Allowable Costs), 1.6 (copyrightable Material), 1.4 (Program Income), 1.15 (Patent Rights), 1.8 (audits and Records), 2.17 (Nondiscrimination), 1.17 (conflict of Interest), 1.10 (Sharing of Findings, Data, and Other Research Products) as applicable to the grant.

___ EDGAR General Conditions. This agreement incorporates by reference all applicable provisions of the US Government including the Department of Education's guidelines and Regulations. Particular emphasis is placed on the responsibility of SUB-RECIPIENT to comply with Articles 75.15 (Consultant Services), 74.40 (Procurement Standards), 75.261 (Rearrangements and Alterations), 74.621 (Copyrightable material), 75.62 (Publications), 74.23 (Cost-Sharing and Cost-Sharing Methods), 75.702 (Audit and Records), 75.500 (Non-discrimination), 74.16 Clean Air and Water), 75.74 (Human Research Subjects), 75.525 (Conflict of Interest), 74.50 (Sharing of Findings, data, and Other Research Products), 74.24 (Program Income) a applicable to the grant.

___ NSF General Conditions. This Agreement incorporates by reference all applicable provisions of the National Science Foundation's Grant General Conditions. Particular emphasis is placed on the responsibility of SUB-RECIPIENT to comply with Articles 6 (Consultant Services), 9 (Procurement Standards), 10 (Travel), 11 (Rearrangements and Alterations), 12 (Allowable Costs), 17 (Information Collection), 18 (Copyrightable Material), 19 (Program Income), 20 (Publications), 21 (Patent Rights), 22 (Cost-Sharing and Cost-Sharing Records), 23 (Audit and Records), 24 (Site Visits), 27 (Nondiscrimination, 28 (National Security), 29 (Animal Welfare), 30 (Research Involving Recombinant DNA Molecules), 31 (Clean Air and Water), 32 (Human Research Subjects), 33 (Conflict of Interest), 34 (State Sales and Use Taxes), 36 (Liability), 37 (Sharing of Findings, Data, and Other Research Products), and 38 (Activities Abroad), as applicable to the grant.

11. Assurance of Compliance - Nondiscrimination. Acceptance of this Sub-award Agreement constitutes SUB-RECIPIENT'S assurance that it will comply with Title VI of the Civil Rights Act of 1964 and with 45 CFR 611 (and any regulation issued pursuant to Title VI); that, if the project involves an educational activity or program, SUB-RECIPIENT will comply with Title IX of the

Education Amendments of 1972; that SUB-RECIPIENT will comply with Section 504 of the Rehabilitation Act of 1973 and with 45 CFR 605 (and any regulation issued pursuant to Section 504); that SUB-RECIPIENT agrees it will comply with the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] as implemented by the Department of Health and Human Services regulation at 45 CFR 90 and the regulations of NSF at 45 CFR 617.

SUB-RECIPIENT, by its signature below, acknowledges that it has read this ATTACHMENT A, and agrees to be bound by its terms and the terms of the Master Agreement specified herein. SUB-RECIPIENT further warrants that its representative named below is authorized by SUB-RECIPIENT to bind fully SUB-RECIPIENT as provided herein .IN WITNESS THEREOF, the parties hereto have executed this ATTACHMENT A

CITY COLLEGE OF SAN FRANCISCO

CHABOT COLLEGE

By
Name: Peter Goldstein
Title: Vice Chancellor of Finance & Administration
Date: _____

By
Name: Lorenzo Legaspi
Title: Vice Chancellor of Business
Services
Date: _____

Attachment B

Salaries for Faculty: 380 hours @ \$60.00/hr.	\$22,800.00
Fringe Benefits @25%	\$5,700.00
Travel	\$1,500.00
Total:	<u>\$30,000.00</u>