

**EXHIBIT A
(Grant)**

SCOPE OF WORK

1. Services to be Provided

2. Grantee shall complete the following tasks: Chabot-Las Positas CCD will act as the fiscal agent and will administer funds allocated under this grant agreement in support of necessary statewide administrative activities identified in Education Code section 41207.47 subsection (a)(1)(K). A detailed statement of work is attached to and fully incorporated into this Agreement by reference as Exhibit A-1.

3. Project Representatives

The project representatives during the term of this Grant Agreement are:

Chancellor's Office: Project Monitor	Grantee: Project Director
Name: Jacqueline Chacon, Colleen Ganley	Name: Danita Romero
Phone: (916) 327-5361	Phone: (925) 249-9366
Email : jchacon@cccoco.edu ; cganley@cccoco.edu	Email: dromero@clpccd.org

4. Grantee's Project Director and Key Personnel

Grantee shall notify the Chancellor's Office of any change in the Project Director.

5. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole. All questions or problems relating to the project, including the terms or conditions of this Grant Agreement, should be directed to the Project Monitor. The Chancellor's Office shall notify the Grantee of any change in the Project Monitor.

EXHIBIT A-1

Work Statement

Under Education Code section 41207.47 subsection (a)(1)(K); the Chancellor Office is required to identify and enter into contract with appropriate vendors to support systemwide research. At the direction of the Chancellor's Office, Chabot Las Positas Community College District (herein referred to as the District) will serve as a fiscal agent and will enter into contracts to support activities outlined in Education Code section 41207.47 subsection (a)(1)(K). All contracts must be reviewed and approved by the Chancellor's Office before they are executed by the District. The work will be performed by the contractors under the direction of the Chancellor's Office. The District will also review contractor invoices and reimburse contractors accordingly. All invoices must be reviewed and approved by the Chancellor's Office before payment.

The contracts entered into by the District to will provide administrative support of the goals defined in Education Code section 41207.47 subsection (a)(1)(K). Support activities include:

- Identification of and contracting services with appropriate vendors/consultants
- Oversight of invoicing and scheduled payments to contracted vendors
- Support with overall contract management with contracted vendors

The District will reconcile program funds and provide bi-weekly budget reconciliation and status reports by activity to the state's project monitor. The District shall receive 4% of the total funds expended under this grant agreement as an administrative fee for its services, as detailed in Exhibit B-1. The district will email invoices to the Chancellor's Office accounts payable email on a quarterly basis.

Accounts Payable email: accountspayable@CCCCO.edu

**EXHIBIT B
(Grant)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Fund Disbursement

In consideration of satisfactory performance of the promised services described in the Grantee's application, the Chancellor's Office agrees to pay the Grantee the "Grant Funds" amount stated in the Grant Agreement face sheet. These funds shall be expended as described in the Application Budget, attached to and fully incorporated into this Agreement by reference as Exhibit B-1. All payments shall be made as follows: through an invoice on a monthly basis.

2. Budget Changes

Grantee may make changes to any budget category amounts up to 10 percent of the category's line item without approval of the Project Monitor, provided no budget category is added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement are not materially affected. Grantee may add or delete budget categories with express, prior written approval of the Project Monitor.

3. Budget Contingency

- a. In order to avoid program and fiscal delays, it is mutually understood that for the mutual benefit of both parties this Grant Agreement may have been written before ascertaining the availability of state or federal funds.
- b. If a state or federal budget for the current fiscal year and/or any subsequent fiscal years covered by this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force or effect. In this event, the Chancellor's Office shall have no liability or responsibility to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Grant Agreement with no liability occurring to the Chancellor's Office, or offer a Grant Agreement Amendment to Grantee to reflect the reduced amount.
- d. Grantee shall inform any sub grantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- e. This Grant Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner

4. Travel

For travel necessary to the performance of this Grant Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that the travel is related to the purposes of the Grant Agreement, the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, the request is made by the Grantee without duress from Chancellor's Office staff, Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs.

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BUDGET DETAIL AND PAYMENT PROVISIONS

Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs.

EXHIBIT B-1

Budget Summary

Subcontracts for Research Related to the Hunger Free Research Program Funds	\$	480,000
Administrative Fee @4%	\$	20,000
Grant Total	\$	500,000

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1. Amendments

An amendment of this Grant Agreement is required to extend the completion date, materially change the work to be performed, or alter the budget. Requests for an amendment must be submitted to the Project Monitor, and should be made as soon as possible after the need for an amendment arises.

2. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Project Monitor and in the form of a formal written amendment.

3. Dispute

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within 10 days of discovery of the problem. Immediately thereafter and at a time and place mutually agreed upon, the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor will meet for purposes of resolving the dispute. The decision of the Chancellor's Office shall be final.

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

4. Notice

Any notice to either party that is required or permitted to be given under this Grant Agreement shall be given by email to the Project Monitor and/or Project Director and by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party. Such notice shall be effective when received. In the event of an emergency, the Project Monitor and/or Project Director should be contacted immediately by telephone.

5. Audit

Grantee agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any contract or subgrant related to performance of this Grant Agreement.

6. Standards of Conduct and Conflicts of Interest

Grantee hereby assures that in administering this Grant Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations that give rise to a

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suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

- b. **Conducting Business with Relatives.** No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of contracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. **Conducting Business Involving Close Personal Friends and Associates.** In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations that may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. **Avoidance of Conflicts of Economic Interests.**
 1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
 2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose that could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 4. The governing board may not authorize the award of any contract or subgrant funded by this Grant Agreement, if that contract or subgrant is for the provision of services or goods by any board member, or by any person or entity that is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

7. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been

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sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

8. Debarment, Suspension, and Other Responsibility Matters

By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- d. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.

9. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee, contractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee, contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Grantee, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts or subgrants to perform work under the Grant Agreement.

10. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)

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- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act. (36 C.F.R. § 1194.1, Apps. A & C.)
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of US Section 508 Standards (<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh>) and/or the WCAG 2.0 Level AA criteria (<https://www.w3.org/TR/WCAG20/>) or similar guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its contractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section
- f. Grantee and its contractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all contracts or subgrants to perform work under this Grant Agreement.

11. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:
 - 1. Receive a copy of the Grantee's drug-free policy statement; and,
 - 2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for

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award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

12. Work by Chancellor's Office Personnel

- a. Chancellor's Office staff will be permitted to work side-by-side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services that are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions.

13. Termination

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination that could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. Upon termination, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination, the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.
- c. Gratuities. The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

In the event this Grant Agreement is terminated as provided herein, the Chancellor's Office shall be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of the breach of the Grant Agreement by the Grantee, and (2) exemplary damages in an amount that shall be not less than three nor more than ten

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times the cost incurred by Grantee in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

- d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

14. Indemnification

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
 1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
 2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
 3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

15. Waiver of Rights

Any action or inaction by the Chancellor's Office or the failure of the Chancellor's Office on any occasion, to enforce any right or provision of the Grant Agreement, shall not be construed to be a waiver by the Chancellor's Office of its rights hereunder and shall not prevent the Chancellor's Office from enforcing such provision or right on any future occasion. The rights and remedies of the Chancellor's Office herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

16. Workers' Compensation Insurance

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-insured in accordance

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with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

17. Unenforceable Provisions

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of the Grant Agreement remain in full force and effect.

18. Law Governing

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

19. Independent Status of Grantee

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

20. Grant Agreement is Complete

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

21. Time Is of the Essence

Time is of the essence in this Grant Agreement.

22. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

**EXHIBIT D
(Grant)**

SPECIAL TERMS AND CONDITIONS

1. Contractors and Subgrantees

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of contractors or subgrantees to perform services under this Grant Agreement. Except where prohibited by the Standards of Conduct provisions set forth in section 8 of this Exhibit, contractors or subgrantees specifically identified in this Grant Agreement or the Exhibits are deemed to be approved by the execution of this Grant Agreement.
- b. Contractors and subgrantees retained by Grantee shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected contractor or subgrantee is the best-qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any contractor or subgrantee is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the selection procedures used, or any other matter related to subcontractor or subgrantee performance.
- f. Grantee shall not enter into any contract or subgrant of the types described below and any such agreement that may be executed is null and void and of no force or effect.
 1. An agreement with a former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) who was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal. Code Regs. tit. 5, §§ 18741.1 and 18747.)
 2. An agreement with a current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office) other than a rank-and-file employee of the California State University or the University of California. (Pub. Contr. Code, § 10410.)
 3. An agreement with the spouse or an immediate family member of a current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office IJE) who was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the contract or subgrant. (Gov. Code, §§ 1090, et seq. and 87100.)
- g. Nothing contained in this Grant Agreement shall create any contractual relationship between the Chancellor's Office and any contractors or subgrantees, and no contract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its contractors, subgrantees and of persons either directly or indirectly employed by them,

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as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its contractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any contractor or subgrantee.

2. Statewide or Regional Projects

If this Grant involves the provision of fiscal agency services, coordination, technical assistance, or other services for the California Community College system or for a particular region or group of colleges, the following requirements shall apply:

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

Grantee shall require all employees, consultants, contractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.

- b. Grantee will not make any payment to contractors or subgrantees engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.

3. Approval of Products and Deliverables

- a. Each deliverable to be provided under this Grant Agreement, or its contracts and subgrants, shall be submitted to and approved by the Project Monitor. Any product, document, or published materials, including a multimedia presentation, must comply with the accessibility requirements of section 508 of the Rehabilitation Act, Government Code section 11135, Web Content Accessibility Standards 2.0, and any other applicable accessibility regulations. In addition, any such product, document, or published material must comply with the Chancellor's Office branding requirements.
- b. All products resulting from this Grant Agreement or its subgrants, in whole or in part, shall reference the Chancellor's Office, California Community Colleges and the specific funding source.
- c. Any document or written report prepared, in whole or in part by Grantee, or its contractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and contracts or subgrants relating to the preparation of such document or written report. The Grant and contract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- d. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov.

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Code, § 7550(b.)

4. Copyright and Intellectual Property

- a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its contractors or subgrantees, shall be the exclusive property of the Chancellor's Office. All contracts or subgrants shall include a provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant Agreement shall be the exclusive property of the Chancellor's Office. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any contract or subgrant shall be assigned and transferred to the Chancellor's Office. This provision shall survive the expiration or early termination of this Grant Agreement.
- b. The copyright for all materials first produced under this Grant Agreement shall belong to the Chancellor's Office. Grantee and all contractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest in this work to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its contractors and subgrantees, if any, as the author of works produced pursuant to this Grant Agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will allow Grantee or its contractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement that may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.
- c. All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.," followed by the year created; and the words "California Community Colleges, Chancellor's Office." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or the Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.



- d. All technical communications and records originated or first prepared by the Grantee or its contractors and subgrantees, if any, under this Grant Agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- e. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine,

**EXHIBIT D
(Grant)**

SPECIAL TERMS AND CONDITIONS

manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.

- f. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.
- g. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- h. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by contractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement from the contractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all contractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with contractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering into a contract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).