MASTER OHIO INCUMBENT WORKFORCE TRAINING VOUCHER AGREEMENT

Grant Control No.:					
Grantee:					
Address:					
City:		State:		Zip:	
FEIN Number:					
Project Contact:					
Project Contact E-mail:					
Telephone Number:		Fax Number:			
Effective Date:	August 1, 2014				
Grant Expiration Date:	December 31, 2015				

This Grant Agreement (the "**Agreement**") is made and entered into by and between the **State of Ohio, Development Services Agency** ("**Grantor**") and Grantee in accordance with the terms and conditions of this Agreement upon which Grantor will provide financial assistance to Grantee through reimbursement for specific training costs accrued during the course of training their incumbent workforce as identified in the attached Exhibit A, the Training List and any subsequent Amendment to Training List, in the format attached as Exhibit B, to this Agreement, (collectively, the "**Training List**")(the "**Project**").

1. Project Funding.

(a) Ohio Incumbent Workforce Training Voucher Program. Grantor hereby grants to Grantee funds in the aggregate amount of XXX and 00/100 Dollars ($00.00) (the "**Grant Funds**") to be used for the sole and express purpose of undertaking and completing the Project. At the sole discretion of Grantor, Grant Funds may be increased during the Project, in accordance with the terms of this Agreement, to reflect subsequent approved training detailed in the Training List, Exhibit A to this Agreement or any subsequent Amendment to Training List, in the format attached as Exhibit B.

(b) Maximum Funding. Grantor may grant up to $4,000 in Grant Funds per worker in voucher assistance per fiscal year for the Project. Grantor shall not grant more than $250,000 in Grant Funds to Grantee per fiscal year in voucher assistance under the Project at any location in the State of Ohio.

2. Terms and Conditions. The terms and conditions accepted at time of application for the Ohio Incumbent Workforce Training Voucher Program are hereby incorporated into this Agreement.

3. Approved Training. The approved training costs to be included as part of the Project are identified in the Training List. Grantee may apply for subsequent eligible training to be included as part of the Project under this Agreement which will be added to the Amendment to Training List upon approval of the eligible training.

4. Disbursement of Grant Funds. Grantor shall disburse the Grant Funds on a reimbursement basis for approved training identified in the Training List accordance with the terms of this Agreement. Grantee may submit invoices to Grantor on or after January 1, 2015. The payment of the invoice shall be based upon 50% of Grantee's actual expenses incurred for approved training under the Project. The Grantee shall submit invoices no more than once during each quarter of the grant period unless it is the final invoice.

5. Term of Agreement. This Agreement shall be in effect from the Effective Date through the

Grant Expiration Date as set forth on the first page of this Agreement, unless it is terminated earlier as provided in Section 8 (collectively, the "**Term**").

6. Failure to Complete Training. If Grantee fails to complete the training and submit the required invoices for reimbursement within sixty (60) days of the Grant Expiration Date, a written notice will be issued by Grantor. If this default remains uncured for thirty days, the Grant Funds encumbered under this Agreement will automatically be released, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds.

7. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

8. Default and Remedies.

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement or any other agreement between Grantor and/or the Director of Grantor and Grantee and such failure to perform continues uncured for more than thirty (30) days after written notice from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms of this Agreement. If Grantee fails to satisfy its obligations under this Agreement, Grantor may pursue remedies in accordance with the terms and conditions of this Agreement including the ability to require Grantee to pay to Grantor, as liquidated damages for such breach, an amount not to exceed the amount of the Grant Funds disbursed to Grantee. Grantee shall pay any damages claimed within thirty (30) days after written demand by Grantor.

(b) Early Termination. Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for sixty (60) days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under the terms of the Agreement.

(c) Effects of Termination. Within sixty (60) days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the number of incumbent employees that received training, from the Effective Date through the termination, the total expenditure of the Grant Funds by Grantee and any additional information requested by Grantor. The final report shall be signed and certified in the same manner as the reports required by the terms of this Agreement. This reporting obligation shall survive the termination of the Agreement.

(d) Proportional Reduction. Upon determination by Grantor that Grantee has failed to comply with the training requirements set forth in Exhibit A, Training List, to this Agreement, Grantor may proportionally reduce the amount of grant funds due to Grantee and require a refund of the amount of Grant Funds which exceed the proportion attributable to the level of performance achieved.

(e) Grantor's Expenses. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

9. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been sufficiently given if provided to the addresses listed in the Terms and Conditions in accordance with the methods authorized in the Terms and Conditions.

10. **Miscellaneous**.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

(c) Entire Agreement. This Agreement, including its terms and conditions, exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(g) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(h) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(i) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(j) Confidentiality. Grantor must maintain the confidentiality of the social security numbers and

individual employee payroll data submitted by Grantee under this Agreement pursuant to O.R.C. 1347.15(H) and/or other governing statutory authority or provisions with respect to this Agreement.

(k) Federal Minimum Wage. Grantee must pay eligible employees an hourly wage of at least 150 percent of the federal minimum wage plus benefits.

(l) Authorized Representative. Grantor's Authorized Representative shall be the Director of the Ohio Development Services Agency or such individual authorized by the Director in writing.

[Signature page to follow.]

The parties have duly executed this Agreement, binding as of the last date set forth below.

GRANTEE:	**GRANTOR:**
_____	**State of Ohio** **Development Services Agency** David Goodman Director
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____