TERMS AND CONDITIONS FOR OHIO INCUMBENT WORKER TRAINING VOUCHER PROGRAM

1. **General.**

Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other non-public sources to pay Project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. No Grant Funds will be disbursed to reimburse Project costs unless and until Grantee documents to Grantor that the training occurred and that related costs have been paid.

Budget Reductions. Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's training performance commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby revocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in training performance commitments outlined in Exhibit A, Supplement to the Agreement.

Subsequent Increase. In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with the "Budget Reduction" Section above, but subsequently addition funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing, but any such increase shall require mutual agreement of the parties which shall be reflected in an Amendment or Supplement signed in accordance with the terms of the Agreement.

Property Ownership. All instructional materials and training items purchased under this Agreement as set forth in the Application shall remain the property of Grantee unless Grantor determines that Grantee is required to reimburse Grantor.

Disbursement Process. Grantee shall complete and submit invoices as instructed by the Grantor including documentation evidencing the training completed and payment of related costs. The Grantee shall submit invoices no more than once during each quarter of the grant period unless it is the final invoice. If Grantee has incurred no expenses eligible for reimbursement during any three-month interval, Grantee shall instead submit a written explanation of the reason that no eligible costs were incurred. Grantor shall review the invoice information no later than thirty (30) days after receipt of the invoice and corresponding source documentation. If Grantor determines the expenses identified in the invoice and source documentation are eligible for reimbursement as part of the Project, Grantor shall disburse payment to Grantee. If Grantor determines all or a part of the expenses identified in the invoice and source documentation are not eligible for reimbursement, Grantor shall immediately notify Grantee in writing of the deficiencies of the invoice.

Notice of Change. If Grantee intends to reduce the number of jobs at the Project site or to cease substantial operations at the Project site prior to the Grant Expiration Date, Grantee shall give Grantor written notice of such intended actions at least five (5) business days prior to implementation unless Grantee is prohibited by applicable law from giving such notice. If prior notice is prohibited, Grantee shall notify Grantor in the most expeditious manner possible at the time such intended actions are implemented. Vacancies created by resignation or other termination of employment of individual employees shall not require notice if Grantee anticipates filling such vacancies within a reasonable time and in the ordinary course of its business.

Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within thirty (30) days after demand by Grantor. In the event that Grantee does not submit any requests for reimbursement by the Grant Expiration Date and/or the Project is affirmatively abandoned by Grantee, this Agreement shall be null and void without any further action by the parties and neither party shall have any obligation under this Agreement.

Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

(a) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

(b) Demand Repayment of Grant Funds or Liquidated Damages. Demand repayment of Grant Funds improperly expended under this Agreement or demand liquidated damages. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.

(c) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

Ohio Development Services Agency
77 South High Street, 28th Floor
P.O. Box 1001
Columbus, Ohio 43216-1001
ATTN: Chief, Business Services Division

With a copy to the Chief Legal Counsel of the Ohio Development Services Agency

If to Grantee:

The contact and address identified on page one.

For purposes of the Completion Notice, Invoice Project Reports, Performance Reports and Supplement documents, as required under the Agreement and its Terms and Conditions, e-mail notices and reports with confirmations between Grantor's Authorized Representative and an authorized representative of the Grantee shall be permitted. For all other purposes, Notices shall be given by first class certified or registered mail or sent by commercial delivery to the addresses listed above, as may be modified.

Execution. The Master Incumbent Worker Training Voucher Agreement and corresponding Supplements may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of supplement.

Indemnification. Grantee shall indemnify and hold harmless Grantor, the State of Ohio and their officials, employees and agents from any and all liability, loss, claim, damage, cost and expense arising from or related to this Agreement, including, without limitation, any failure of any representation or warranty of Grantee to be correct in all respects and any performance or non-performance by Grantee, its directors, officers, employees, agents or affiliates of any obligations or activities under this Agreement or in furtherance of the Project. Grantee shall bear all costs associated with the defense of Grantor, the State of Ohio and their officials, employees and agents against any claim for which Grantee may be liable under this Agreement.

2. Reporting.

Closeout Evaluation. Within sixty (60) days after the Project is completed, Grantee shall provide Grantor with a final report ("Closeout Evaluation") including the number of incumbent employees that received training from the Effective Date through project completion, 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.

Invoice Project Report. Grantee shall submit invoices in accordance with the Disbursement Process outlined in Section 1 of these Terms and Conditions. Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign on behalf of Grantee shall certify by his or her signature of the Closeout Evaluation that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

3. Non-Discrimination.

Minority Hiring Goal. Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project and in the fulfillment of Grantee's job creation obligations in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

4. Records Maintenance and Access.

Maintenance of Records. Grantee shall establish and maintain for at least three (3) years after the Grant Expiration Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports, job creation and retention statistics, and all other information pertaining to Grantee's performance of its obligations under this Agreement. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Grantee shall make available to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee, including, but not limited to, records evidencing employment at the Project site. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection from Grantee's other records of operation.

5. Adherence to State and Federal Laws and Regulations.

General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

Ethics. In accordance with Executive Order 2011-03K, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01,2921.42, 2921.421, and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them

may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who prior to or after execution of this Agreement, acquires any personal interest involuntarily or voluntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.

Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1).

Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization. If applicable, Grantee must certify compliance with Ohio Revised Code § 2909.33.

Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under a trade secret exception to the public records law.

Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.