

Department of Conservation and Natural Resources (DCNR) Community Conservation Partnerships Program (C2P2)

Grant Terms and Conditions

For applicants that are awarded grants, the terms and conditions below will become the provisions in the grant agreement to be entered into between you and DCNR. Because the grant agreement is a contract, we suggest these terms and conditions be reviewed by your counsel or solicitor before you submit a grant application. The "Grant Agreement Signature Page," which is included in the application package, will become the grantee's signature page for the grant agreement.

Terms and Conditions of Grant

"DEPARTMENT" in terms and conditions below means the Department of Conservation and Natural Resources acting on behalf of the Commonwealth of Pennsylvania. "DEPARTMENT" includes the Commonwealth. "GRANTEE" means a grant applicant that has been awarded a grant.

ARTICLE I GRANT AMOUNT; PROJECT ACTIVITIES

Subject to the availability of funds, the DEPARTMENT makes available to the GRANTEE a grant in the amount stated in Appendix A, which is attached hereto and incorporated herein, or such portion of that amount as may be required by the GRANTEE and authorized by the DEPARTMENT. The GRANTEE shall use the grant money and the local match, if any, specified in Appendix A to carry out the project activities.

"Project activities" for purposes of this GRANT AGREEMENT mean activities that have been authorized by the DEPARTMENT to be performed under this GRANT AGREEMENT. Such activities include those contained in (1) the GRANTEE'S grant application as approved by the DEPARTMENT and (2) the Project Scope, which is stated in Appendix A, both subject to any subsequent modifications authorized by the DEPARTMENT in accordance with this GRANT AGREEMENT. The GRANTEE'S grant application, the original of which is in the possession of the DEPARTMENT and a copy of which is in the possession of the GRANTEE, is incorporated herein.

ARTICLE II EXECUTION OF GRANT AGREEMENT; GRANT AGREEMENT PERIOD

This GRANT AGREEMENT is not binding on the DEPARTMENT until it has been properly executed by all required signatories for the COMMONWEALTH. Any cost incurred by the GRANTEE prior to such execution is incurred at the GRANTEE'S risk.

Costs for project activities incurred during the GRANT AGREEMENT period will be covered by this GRANT AGREEMENT. The dates of the GRANT AGREEMENT period are included in Appendix A. Costs incurred before the GRANT AGREEMENT period that are related to the performance of the GRANT AGREEMENT, such as costs for applications, appraisals, surveys, planning, drawings and specifications, may be eligible for funding at the discretion of the DEPARTMENT. Approval of these costs by the DEPARTMENT must be in writing. If an audit is required, and the cost of the audit is incurred after the GRANT AGREEMENT period, the cost

may be eligible for funding at the discretion of the DEPARTMENT. Any other cost incurred after the GRANT AGREEMENT period is not eligible for funding.

ARTICLE III COMPLIANCE WITH APPLICABLE STATUTES, REGULATIONS AND OTHER REQUIREMENTS

Compliance with statutes, regulations, and other requirements: The GRANTEE shall comply with all applicable federal and state statutes and regulations and local ordinances; any correspondence and instructions that may be provided by the DEPARTMENT; all conditions and requirements in Appendix A; and all terms and conditions in this GRANT AGREEMENT. If the DEPARTMENT has provided a program manual, such manual, including any addenda, is incorporated herein by reference, and the GRANTEE shall comply with its provisions.

State Contractor Responsibility requirements: The GRANTEE shall comply with the provisions in Appendix B, which is attached hereto and incorporated herein.

Offset provision: The GRANTEE agrees that the COMMONWEALTH may set off the amount of any state tax liability or other debt of the GRANTEE or its subsidiaries that is owed to the COMMONWEALTH and is not being contested on appeal, against any payments due the GRANTEE under this or any other contract with the COMMONWEALTH.

Nondiscrimination/sexual harassment provisions: The GRANTEE shall comply with the provisions in Appendix C, which is attached hereto and incorporated herein.

Contractor integrity provisions: The GRANTEE shall comply with the provisions in Appendix D, which is attached hereto and incorporated herein.

Americans with Disabilities Act: The GRANTEE shall comply with the provisions in Appendix E, which is attached hereto and incorporated herein.

Universal Accessibility Act; Rehabilitation Act, Architectural Barriers Act of 1968: In its performance under this GRANT AGREEMENT, the GRANTEE shall comply with applicable requirements of the following acts, as amended: Universal Accessibility Act, 71 P.S. 1455.1 et seq.; Section 504 of Rehabilitation Act of 1973, 29 U.S.C. 794; and the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq.

Environmental provision: The GRANTEE shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations in the performance of this GRANT AGREEMENT.

Federal funding: If any portion of the grant awarded to the GRANTEE is federal money, the GRANTEE, in addition to complying with the provisions of this article, shall also comply with the requirements in Appendix F attached hereto and incorporated herein.

Right-to-Know Law: The GRANTEE shall comply with the provisions in Appendix G (Right-to-Know Law) as applicable.

Pennsylvania Electronic Payment Program (PEPP): The GRANTEE shall comply with the provisions in Appendix H (Pennsylvania Electronic Payment Program).

Post-completion responsibilities: The GRANTEE'S responsibilities under federal, state, and local statutes, regulations, and ordinances with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period. The term "site" means the properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

ARTICLE IV PAYMENTS

The DEPARTMENT will issue payments to the GRANTEE in accordance with the provisions in Appendix A.

The GRANTEE shall charge to the project account all project costs approved by the DEPARTMENT. All such costs, including services contributed by the GRANTEE or others, shall be supported by properly executed vouchers, invoices, cancelled checks and other records detailing the nature and propriety of the charge.

Payments under this GRANT AGREEMENT will be subject to the performance of all terms and conditions of this GRANT AGREEMENT.

The DEPARTMENT may deny or adjust payment for any expenditure that is not in accordance with the terms of this GRANT AGREEMENT.

The DEPARTMENT will not be liable for any expenditure by the GRANTEE that is not for project activities or that is for costs exceeding the amount stated in this GRANT AGREEMENT.

ARTICLE V FISCAL DUTIES OF GRANTEE

- (a) Deposit and accounting of grant funds: The GRANTEE shall deposit any advance payments of grant funds in an account in a bank or other financial institution insured by the FDIC or FSLIC until such time as they are expended. They shall be separately identified in the GRANTEE'S accounting as funds received under this GRANT AGREEMENT.
- (b) Interest: Appendix A states whether the account into which advance grant funds are deposited pursuant to (a) shall be interest-bearing or non-interest bearing. For grants in which interest bearing accounts are required, Appendix A contains provisions on the use and disposition of interest earned on grant funds.
- (c) Use of grant funds: The GRANTEE shall use the grant funds and the local match in the amounts stated in Appendix A, or as much of these monies as necessary, to carry out project activities.
- (d) Refund of grant funds: The GRANTEE shall refund to the DEPARTMENT any overpayment of grant funds, as determined by the DEPARTMENT. Occurrences that could result in an overpayment include but are not limited to the following:
 - (1) The GRANTEE has unused grant funds after completing the project activities.
 - (2) The GRANTEE fails to carry out project activities.
 - (3) Grant funds were used for ineligible costs.
 - (4) The ratio of grant funds to local match exceeds that permitted under the applicable grant legislation.
 - (5) The GRANT AGREEMENT is terminated pursuant to Article XIV (termination of grant agreement). If the termination is for convenience, the GRANTEE is not required to refund any funds for which the GRANTEE is eligible and which the GRANTEE is legally or contractually obligated to pay as of the date of its receipt of the written notice of termination required under Article XIV.

This provision does not limit the DEPARTMENT in exercising any other rights and remedies it may have under this GRANT AGREEMENT or under law or equity.

ARTICLE VI ASSIGNMENT

The GRANTEE may not assign this GRANT AGREEMENT without the prior written approval of the DEPARTMENT.

The GRANTEE may not assign any claim for funds due or to become due under this GRANT AGREEMENT as collateral without the prior written approval of the DEPARTMENT. If such approval is granted, both the GRANTEE and the assignee shall promptly notify the DEPARTMENT in writing of the actual assignment and the intended collateral use. Approval of an assignment does not establish any legal relationship between the DEPARTMENT and the assignee, or any other third party. The DEPARTMENT assumes no liability for any act or omission committed pursuant to such an assignment.

ARTICLE VII RECORDS; AUDITS

The GRANTEE, at its principal office or place of business, shall maintain, using accepted procedures, complete and accurate records of costs, expenses and activities under this GRANT AGREEMENT. The DEPARTMENT may, at reasonable times, inspect, examine, copy and audit such records.

The records shall be maintained for three years from the date of final payment or, if an audit is subsequently performed, three years from the date of that audit. However, if such audit results in findings, the GRANTEE shall maintain all required records until the findings are resolved. The GRANTEE shall give full and free access to all such records to the DEPARTMENT.

The DEPARTMENT may perform, or require the GRANTEE to perform, a financial and/or performance audit. Any audit that the GRANTEE is required to perform shall be performed by a certified public accountant in accordance with procedures and standards specified by the DEPARTMENT.

ARTICLE VIII FIDELITY BOND

- (a) The GRANTEE shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers, or handle or control funds, checks, securities or property. If a check-signing machine is used which is not operated under the direct supervision of the authorized signer or counter signer, the machine operator shall be bonded in the same amount as the check-signer. The bond shall be adequate to insure the security of all funds received under this GRANT AGREEMENT.
- (b) The DEPARTMENT may waive the fidelity bond requirement if the GRANTEE maintains an insurance policy or self-insurance that is adequate to protect the funds received under this GRANT AGREEMENT.

ARTICLE IX AMENDMENTS

- (a) Letter amendment; formal amendment: The GRANT AGREEMENT may be amended only in the following ways:
 - (1) Letter amendment: Any one or more of the following changes may be accomplished by means of a letter amendment: change in title of grant project, change in amount of grant funds, change in amount of the match, change in the GRANT AGREEMENT period, and change within the Project Scope in Appendix A. A letter amendment may not be used for any other type of change. A letter amendment is accomplished by means of a letter from the DEPARTMENT approving a written or electronic

request or application by the GRANTEE. A letter amendment is not binding unless and until the provisions of this subparagraph are carried out. Therefore, any costs incurred by the GRANTEE prior to the performance of such provisions are incurred at the GRANTEE'S risk.

- (2) Formal amendment: Any change in the GRANT AGREEMENT that is not addressed by a letter amendment shall be accomplished by a formal amendment. A formal amendment is not binding unless and until it is fully executed. Therefore, any costs incurred by the GRANTEE prior to the full execution of the amendment are incurred at the GRANTEE'S risk.
- (b) Provisional extension: If the GRANTEE submits an electronic or written request for an extension of the GRANT AGREEMENT period, the GRANT AGREEMENT period will be automatically extended provisionally pending the DEPARTMENT'S decision on the request. In order for the provisional extension to occur, the request must be received by the DEPARTMENT on or before the end date of the GRANT AGREEMENT period in Appendix A.

Any costs incurred during a provisional extension of the GRANT AGREEMENT period are incurred at the GRANTEE'S risk; they will be ineligible for funding if the request for extension is subsequently denied.

If the request for extension is approved, an amendment extending the GRANT AGREEMENT period will be entered into in accordance with paragraph (a) and the extension will be retroactive to the first day of the provisional extension.

ARTICLE X INDEPENDENT CONTRACTOR; SUBCONTRACTS

Independent contractor: The rights and duties granted to and assumed by the GRANTEE under this GRANT AGREEMENT are those of an independent contractor only. Nothing contained in this GRANT AGREEMENT shall be construed to create an employment or agency relationship between the DEPARTMENT and the GRANTEE.

Subcontracts: The GRANTEE shall not subcontract with any person or entity to perform any or all of the project activities without the express written consent of the DEPARTMENT. A conflict of interest under Article XVI (conflicts of interest), as determined by the DEPARTMENT, is a ground for withholding consent.

ARTICLE XI PROGRESS REPORTS; INSPECTIONS

The GRANTEE shall furnish such progress reports as may be specified in Appendix A, or if not specified in Appendix A, as the DEPARTMENT may from time to time require. Such reports shall be in such form and contain such items as the DEPARTMENT requires.

The DEPARTMENT may make reasonable inspections and monitor the GRANTEE'S performance under this GRANT AGREEMENT.

ARTICLE XII CLOSEOUT OF GRANT AGREEMENT

The GRANTEE shall submit to the DEPARTMENT an application for final payment or a final report, as instructed by the DEPARTMENT, along with documentation required by the DEPARTMENT. The submission shall be made within 60 days of either completion of project

activities or the end date of this GRANT AGREEMENT, whichever occurs first, or at such later time as determined by the DEPARTMENT. The application, or final report, and documentation shall be on forms or in a format as required by the DEPARTMENT and shall state whether the project activities have been completed and whether all costs have been paid.

The DEPARTMENT will determine any overpayment or underpayment amount and any additional documentation or audit that may be necessary and will provide the GRANTEE with this determination.

ARTICLE XIII SUSPENSION OF PROJECT

Upon written notice and at any time during the term of this GRANT AGREEMENT, the DEPARTMENT may suspend payments and/or request suspension of all or any part of the project activities. Such notice may be given if, in the opinion of the DEPARTMENT any of the following has occurred: (1) the GRANTEE has failed to submit a required report or may have violated a law or regulation or may have engaged in misuse of funds, mismanagement, malfeasance, or criminal activity; (2) an inspection or audit has resulted in unsatisfactory findings; (3) an act of God, strike, disaster, or other circumstance beyond the GRANTEE'S control prevents adequate performance of project activities; (4) the GRANTEE has failed to comply with any condition of another agreement or contract with the DEPARTMENT; (5) the GRANTEE has violated any term or condition of this GRANT AGREEMENT.

During a suspension, the GRANTEE may not expend any grant funds (or interest, as applicable) and the provisions of Article V (fiscal duties of grantee) continue to apply.

The DEPARTMENT may rescind a suspension if it determines that such rescission is appropriate.

ARTICLE XIV TERMINATION OF GRANT AGREEMENT

Termination for cause: The DEPARTMENT may terminate this GRANT AGREEMENT by giving written notice to the GRANTEE if, in the opinion of the DEPARTMENT, any of the following has occurred: (1) for any reason the GRANTEE fails to fulfill in a timely and proper manner its obligations under this GRANT AGREEMENT; (2) for any reason the GRANTEE breaches any of the conditions of this GRANT AGREEMENT; or (3) there is a violation of an applicable law or regulation, misuse of funds, mismanagement, criminal activity or malfeasance in the performance of this GRANT AGREEMENT. The notice of termination will be effective upon receipt.

Termination for convenience: The DEPARTMENT may terminate this GRANT AGREEMENT at any time by giving written notice to the GRANTEE. The notice shall be sent at least 15 days before the effective date specified in the notice. The 15-day period may be waived by mutual agreement of the GRANTEE and the DEPARTMENT.

Upon termination, all project records shall be made available if requested by the DEPARTMENT and any overpayment of grant funds and interest (as applicable) shall be refunded to the DEPARTMENT as required under Article V (fiscal duties of grantee).

Termination of this GRANT AGREEMENT under this article will not limit the DEPARTMENT in exercising any other rights and remedies it may have under law or equity.

ARTICLE XV HOLD HARMLESS

The GRANTEE shall indemnify the DEPARTMENT against any and all claims, demands and actions based upon or arising out of any activities performed by the GRANTEE and its employees and agents under this GRANT AGREEMENT and shall, at the request of the DEPARTMENT, defend any and all actions brought against the DEPARTMENT based upon any such claims or demands.

The GRANTEE'S responsibilities under this article with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period. The term "site" means properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

ARTICLE XVI CONFLICTS OF INTEREST

The GRANTEE represents that it has no direct or indirect interest that would conflict with the performance of activities under this GRANT AGREEMENT and agrees that no such interest shall be acquired. In addition, the GRANTEE agrees that it will not enter into a subcontract for the performance of project activities that creates a conflict of interest between the GRANTEE and the subcontractor. As used in this article, the terms GRANTEE and subcontractor include their directors, officers, members, agents or employees.

Grant funds may not be used to benefit, either directly pursuant to this GRANT AGREEMENT or indirectly pursuant to a subcontract or any other means, any elected state official or employee of the DEPARTMENT, any family member of such official or employee, or any entity owned or controlled by such official, employee, or family member. "Family member" means parent, spouse, child, or sibling.

ARTICLE XVII RIGHTS IN INTELLECTUAL PROPERTY; COPYRIGHT; DISCLOSURE, USE

- (a) Work created under the Grant Agreement-license to Department: For any copyrightable work created under the GRANT AGREEMENT, the GRANTEE, on behalf of itself and any employees, subcontractors, and other persons who create the work, agrees to grant to the DEPARTMENT, and upon creation of the work, expressly and automatically grants to the DEPARTMENT, a perpetual, non-exclusive, royalty-free, irrevocable license to possess, use, display, reproduce and distribute the work and to create, possess, use, display, reproduce and distribute derivative works. The grant of license to the DEPARTMENT is binding on successors and assigns of the GRANTEE and any employees, subcontractors, and other persons who create the work.

Although for most grant agreements, paragraph (a) will be as stated above, some grant agreements, depending on the nature of the grant, will have the following paragraph (a):

- (a) Work created under the Grant Agreement-copyright to Department: All copyright interests in work created under the GRANT AGREEMENT, including work created by subcontractors, are solely and exclusively the property of the DEPARTMENT. The work shall be considered work made for hire under copyright law; alternatively, if the work cannot be considered work made for hire, the GRANTEE agrees to assign and, upon the creation of the work, expressly and automatically assigns, all copyright interests in the work to the DEPARTMENT. Any subcontracts entered into by the GRANTEE shall be consistent with this provision.

- (b) Other work-license to Department: For materials, documents, and data delivered pursuant to the GRANT AGREEMENT that incorporate pre-existing intellectual property not created under the GRANT AGREEMENT, the GRANTEE grants to the DEPARTMENT a perpetual, non-exclusive, royalty-free, irrevocable license to possess, use, display, reproduce and distribute derivative works. The GRANTEE warrants that it has all the rights and permissions necessary to grant this license to the DEPARTMENT.
- (c) Other intellectual property: For property developed under the GRANT AGREEMENT that is patentable or that can be subject to trademark or trade secret protection, the DEPARTMENT shall have the discretion to determine the rights and responsibilities of the parties to the extent permitted by federal law with respect to registration, ownership, and agreements to license, assign, or transfer rights.
- (d) Proprietary rights: right of privacy: In the performance of project activities, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.
- (e) Disclosure and use; acknowledgment: The DEPARTMENT shall have the right to access, possess and use any information or data produced under the GRANT AGREEMENT and any information or data used in the development of the intellectual property produced under this GRANT AGREEMENT.

In the disclosure, release, distribution, display, or use of any intellectual property produced under the GRANT AGREEMENT, acknowledgement of assistance shall be included in accordance with Article XVIII (acknowledgment of assistance).

- (f) Effectuation and implementation of this article: For intellectual property produced under the GRANT AGREEMENT by the GRANTEE or by any employee, subcontractor, or other person, the GRANTEE is responsible for the implementation and effectuation of this article.
- (g) Definition of "intellectual property": The term "intellectual property" means the type of property to which copyright, trademark, trade secret, or patent laws apply. It also includes any data or information.
- (h) Post-completion responsibilities: The rights and responsibilities under this article with respect to intellectual property developed under this GRANT AGREEMENT continue beyond the grant agreement period.

ARTICLE XVIII ACKNOWLEDGEMENT OF ASSISTANCE

Sign: The GRANTEE shall erect and maintain on the project site a permanent sign acknowledging assistance from the DEPARTMENT. The sign will state that the project is a public site provided by the GRANTEE with financial assistance from the Pennsylvania Department of Conservation and Natural Resources. It will also identify the grant that was the source of funding as well as the bureau or office of the DEPARTMENT that issued the grant, as stated in Appendix A. The term "site" means the properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

Publication: Any product of the grant, including a publication, will include a statement that it was produced with financial assistance from the Pennsylvania Department of Conservation and Natural Resources. It will also identify the grant that was the source of funding as well as the bureau or office of the DEPARTMENT that issued the grant, as stated in Appendix A.

The GRANTEE'S responsibilities under this article with respect to the site or other product of this grant continue beyond the grant agreement period.

**ARTICLE XIX
MAINTENANCE AND OPEN USE RESPONSIBILITIES**

The GRANTEE shall insure that, throughout its useful life, the site is (1) maintained properly and in accordance with applicable state and local requirements, (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions and to encourage public use, and (3) kept open and accessible to the public at reasonable hours and times of the year consistent with the nature and intended use of the site.

The term “site” means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

The GRANTEE’S responsibilities under this article with respect to the site continue beyond the grant agreement period.

**ARTICLE XX
NONDISCRIMINATION REGARDING ACCESS/RESIDENCY**

The GRANTEE shall insure that no person will be denied access to or use of the site on the basis of race, color, religion, ancestry, income, national origin, age, or sex.

The GRANTEE shall not discriminate in making the site, as well as reservation, membership, or permit systems for use of the site, available to all persons, except as to fees. Reasonable differences in admission, user or other fees are permitted on the basis of residency if the GRANTEE is a municipality, or on the basis of membership or other specific relationship with the GRANTEE if the GRANTEE is other than a municipality. Specifically, fees charged to non-residents or non-members for access to or use of the site may not exceed twice that charged to residents or members. Where no fee is charged for residents or members but a fee is charged to non-residents or non-members, the fee may not exceed that charged at comparable sites or facilities.

The GRANTEE shall not discriminate in making any publications, databases, software, or other products or services developed under this GRANT AGREEMENT available to the public. Specifically, prices or fees charged to non-residents or non-members may not exceed fair market value.

The term “municipality” means any county, city, borough, incorporated town, township, home rule municipality or any official agency created by the foregoing units of government under the laws of the COMMONWEALTH.

The term “site” means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

The GRANTEE’S responsibilities under this article with respect to the site continue beyond the grant agreement period.

**ARTICLE XXI
OWNERSHIP AND CONTROL; NON-CONVERSION OF USE**

Ownership and control: Ownership, control, or interest in the site shall not be transferred from or by the GRANTEE without prior written approval of the DEPARTMENT. If the DEPARTMENT attaches conditions to its approval, they shall be complied with by the GRANTEE.

Non-conversion: The site shall not be converted to any use or purposes other than for project activities as defined in Article I (grant amount; project activities) without prior written approval of the DEPARTMENT. If the project activities under this GRANT AGREEMENT include the development of a plan for the site, the site shall not be converted to any uses or purposes that are inconsistent with the authorizing legislation under which the DEPARTMENT awarded this grant.

Real property: For any real property or interest in real property acquired pursuant to this GRANT AGREEMENT or donated as a match for the grant, the instrument of conveyance, such as the deed, easement agreement, or declaration of taking, shall include the language specified in Appendix A and shall be promptly recorded in the recorder of deeds office of the applicable county or counties.

Definition of "site": The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

Continuing responsibility: The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

Remedy: If a provision of this article is violated, the GRANTEE shall do one or both of the following as may be determined and required by the DEPARTMENT: (1) repay to the DEPARTMENT the amount paid under this GRANT AGREEMENT plus 10% annual interest compounded four times annually from the date(s) the grant payment(s) were received until repayment is completed; and (2) replace the disposed or converted property with other property that is determined by the DEPARTMENT to be equivalent to the original property.

ARTICLE XXII REMEDIES

For violations by the GRANTEE of any provisions of this GRANT AGREEMENT other than those in Article XXI (ownership and control; non-conversion of use), the GRANTEE shall do the following as directed by the DEPARTMENT: (1) take corrective action at the sole expense of the GRANTEE, or (2) refund money paid by the DEPARTMENT under this GRANT AGREEMENT. The money to be refunded shall not include any funds for which the DEPARTMENT determines the GRANTEE is eligible under this GRANT AGREEMENT.

The exercise of any remedy specified in this GRANT AGREEMENT does not limit the DEPARTMENT in exercising any other rights and remedies it may have under law or equity.

No delay, discontinuance, failure, or abandonment by the DEPARTMENT in exercising a right or power under this GRANT AGREEMENT, or any partial exercise of a right or power or any conduct or custom in refraining from exercising a right or power, shall preclude or otherwise affect any of the DEPARTMENT'S rights or powers of enforcement. The rights and powers of the DEPARTMENT are cumulative and concurrent.

All rights and remedies of the DEPARTMENT at law, in equity or otherwise shall expressly survive any expiration, termination or cancellation of this GRANT AGREEMENT, whether for breach or in accordance with its terms.

ARTICLE XXIII LOCAL PROJECT COORDINATOR

The GRANTEE shall designate a local project coordinator who will be the authorized representative of the GRANTEE to deal with the DEPARTMENT in all matters relating to the GRANT AGREEMENT and the grant project. The local project coordinator will be the person identified in the grant application submitted by the GRANTEE unless changed by written notification from the GRANTEE.

**ARTICLE XXIV
SEVERABILITY**

If any portion of this GRANT AGREEMENT is rendered void, invalid or unenforceable by any court of law, such a determination will not render void, invalid or unenforceable any other portion of this GRANT AGREEMENT.

**ARTICLE XXV
CONSTRUCTION**

This GRANT AGREEMENT will be interpreted under the laws of the COMMONWEALTH, or under federal law where applicable. All terms and conditions of this GRANT AGREEMENT are intended to be covenants as well as conditions. The titles of the articles and paragraphs are inserted for convenience and do not control or affect the meaning or construction of any terms or provisions of this GRANT AGREEMENT.

**ARTICLE XXVI
ENTIRE AGREEMENT; NO RIGHTS IN THIRD PARTIES**

Subject to the provisions in Article III (compliance with applicable statutes, regulations and other requirements) and Article IX (amendments), this GRANT AGREEMENT constitutes the complete agreement of the parties.

No provision of this GRANT AGREEMENT may be construed to create rights in third parties not party to this GRANT AGREEMENT. This GRANT AGREEMENT defines specific duties and responsibilities between the DEPARTMENT and the GRANTEE and will not provide any basis for claims of any other individual or entity.

**ARTICLE XXVII
SPECIAL CONDITIONS**

(This article is normally left blank. However, if the project requires any special language to cover a specific/special condition, it is included in this article.)

**APPENDIX A
COMMUNITY CONSERVATION PARTNERSHIPS PROGRAM**

[The information in this Appendix is specific to each grant.]

Name of grantee

M.E. No.

Grant agreement No.

Project type (i.e., acquisition, development, or planning)

Project title

Funding source: (i.e., Keystone Recreation, Park and Conservation Fund; Environmental Stewardship Fund; Growing Greener Bond Fund; Snowmobile and ATV Program; Recreational Trails Program; Land and Water Conservation Fund)

Project Scope (referenced in Article I of grant agreement)

Grant Agreement Period (referenced in Article II of grant agreement)

Beginning date: _____ Ending date: _____

Project Budget (referenced in Article I of grant agreement)

Total estimated project cost: _____

Grant amount: _____

Local match: _____

Payment (referenced in Article IV of grant agreement)

For grants with the following sources of funding, Appendix A includes the provisions below: Keystone Recreation, Park and Conservation Fund; Environmental Stewardship Fund; Growing Greener Bond Fund; Snowmobile and ATV Program; Recreational Trails Program.

Upon receipt of a written request from the GRANTEE, the DEPARTMENT may issue an advance payment to the GRANTEE. The advance payment will not exceed *[percentage depends on source of funds and type of entity receiving the grant]* % of the approved grant amount.

Subsequent payments will be made to coincide, to the extent feasible, with the expenditure of cash by the GRANTEE. The GRANTEE must request such payments in writing based on the GRANTEE'S estimate of funds needed to meet current disbursements. The DEPARTMENT may set a minimum payment amount for each request for payment. The DEPARTMENT will withhold a percentage of grant funds for final payment in accordance with the paragraph below.

The DEPARTMENT will retain 10% of the funds available under this GRANT AGREEMENT until the following have occurred: the project activities have been concluded; the project has been

inspected and approved by the DEPARTMENT; the GRANTEE has submitted the final payment application and documentation required by the DEPARTMENT under Article XII (closeout of grant agreement); and the DEPARTMENT has approved such application and documentation.

For grants under the federal Land and Water Conservation Fund program, Appendix A includes the provisions below:

Upon receipt of proper documentation, the DEPARTMENT will reimburse the GRANTEE for eligible incurred costs of project activities.

The DEPARTMENT will retain 10% of the funds available under this GRANT AGREEMENT until the following have occurred: the project activities have been concluded; the project has been inspected and approved by the DEPARTMENT; the GRANTEE has submitted the final payment application and documentation required by the DEPARTMENT under Article XII (closeout of grant agreement); and the DEPARTMENT has approved such application and documentation.

Interest (referenced in Article V (b) of grant agreement)

For grants with any of the following sources of funding, Appendix A includes the provisions below: Keystone Recreation, Park and Conservation Fund; Environmental Stewardship Fund; Snowmobile and ATV Program; Recreational Trails Program.

Grant funds shall be deposited pursuant to Article V (a) in an **interest-bearing** account and maintained in the account until expended. The following provisions apply regarding interest:

- (1) Interest shall be maintained and separately identified in the account until used or paid to the DEPARTMENT in accordance with (2), (3), or (4) below. Interest earned and interest expended shall be reported as part of the closeout documentation required under Article XII (closeout of grant agreement).
- (2) Subject to the approval of the DEPARTMENT, the GRANTEE may use interest to carry out project activities.
- (3) Interest not used for project activities shall be paid to the DEPARTMENT.
- (4) If grant funds are required to be refunded to the DEPARTMENT under Article V (d), XIV, or XXII, interest shall also be paid. The amount of interest will be the amount actually earned or, as determined by the DEPARTMENT, the amount that would have been earned if the grant funds had been maintained in an interest-bearing account as required above.

For grants funded from the Growing Greener Bond Fund, Appendix A includes the following provision:

Grant funds shall be deposited pursuant to Article V (a) in a **non-interest** bearing account. No interest may be earned on Growing Greener Bond Fund grant monies.

Acknowledgement of assistance (referenced in Article XVIII of grant agreement)

The sign, publication, or other product of the grant will acknowledge financial assistance from the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation, and will identify the type of grant that was the source of funding (see "funding source" above).

Ownership and control; non-conversion of use (referenced in Article XXI of grant agreement)

Appendix A includes the provisions below:

For a fee simple interest in real property acquired, or donated as a match, pursuant to this GRANT AGREEMENT, the declaration of taking or deed will include the following restrictive covenant:

This property, or interest in property, was either acquired with, or donated as a match for, funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department") under *[name of grant program and authorizing legislation]* ("Act"). This property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur and no encumbrance may be placed on this property, without the written consent of the Department or its successor. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the property and upon all subsequent owners, successors, and assigns. This restriction is enforceable by the Department and its successors.

For an easement acquired, or donated as a match, pursuant to this GRANT AGREEMENT, the instrument of conveyance of the easement will include the following restrictive covenant:

This conservation easement was either acquired with, or donated as a match for, funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department") under *[name of grant program and authorizing legislation]*. This easement is a conservation servitude over the property in perpetuity and as such is binding on all current and subsequent easement holders and their personal representatives, successors and assigns. The Department and its successors have the following rights with respect to this easement: a) the right to compel transfer of the easement holder's rights and duties to another entity, including a municipality, if the easement holder fails to uphold and enforce the provisions of the easement, b) the right of prior approval of any amendment of this easement, c) the right of prior approval of any transfer of the easement holder's rights or interests under this easement, and d) the right to exercise the easement holder's rights and duties under this easement if the easement holder fails to uphold and enforce the provisions of the easement.

Environmental Stewardship Fund provisions

If a source of the grant is the Environmental Stewardship Fund, Appendix A includes the provisions below:

The GRANTEE shall use no Environmental Stewardship Fund grant monies for any purpose which, directly or indirectly, precludes access to or use of any forested land for the practice of sustainable forestry and commercial production of timber or other forest products. This provision does not apply to funds used by counties and municipalities for the purchase or improvement of park land to be used for public recreation.

If this is an agreement to provide a grant to an "authorized organization" (as defined in the Environmental Stewardship and Watershed Protection Act) for acquisition of land, the GRANTEE shall obtain approval of all counties in which the land is situated before the grant money is used for such acquisition.

Growing Greener Bond Fund provision

If a source of the grant is the Growing Greener Bond Fund, Appendix A includes the following provision:

The GRANTEE shall take all actions necessary to maintain the tax-exempt status of the Growing Greener Bond Fund grant monies and shall take no actions that could cause the loss of such status.

**APPENDIX B
CONTRACTOR RESPONSIBILITY PROVISIONS**

1. The GRANTEE certifies that as of the date of the full execution of this GRANT AGREEMENT the GRANTEE is not under suspension or debarment by the COMMONWEALTH or any governmental entity, instrumentality, or authority.
2. The GRANTEE certifies that as of the date of the full execution of this GRANT AGREEMENT it is not delinquent in any COMMONWEALTH obligation, including taxes.
3. The GRANTEE shall inform the DEPARTMENT if, at any time during the term of the GRANT AGREEMENT, it becomes delinquent in the payment of any COMMONWEALTH obligation, including taxes, or if it or any of its subcontractors are suspended or debarred by the COMMONWEALTH, the federal government, or any other state or governmental entity, instrumentality, or authority. Such notification shall be made within 15 days of the date of suspension or debarment.
4. An incorrect certification under paragraph 1 or 2 or a failure of the GRANTEE to comply with the notification requirements in paragraph 3 shall constitute an event of default of the GRANT AGREEMENT with the DEPARTMENT and will subject the GRANTEE to a termination for cause under Article XIV (Termination of Grant Agreement).
5. The GRANTEE agrees to reimburse the COMMONWEALTH for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the GRANTEE'S compliance with the terms of this or any other agreement between the GRANTEE and the COMMONWEALTH, which results in the suspension or debarment of the GRANTEE. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The GRANTEE shall not be responsible for investigative costs for investigations that do not result in the GRANTEE'S suspension or debarment.
6. The GRANTEE may obtain a current list of suspended and debarred COMMONWEALTH contractors by either searching the internet at the following address www.dqs.state.pa.us or contacting:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

Based on Management Directive 215.9 amended (4/16/99)

APPENDIX C
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of this GRANT AGREEMENT, the GRANTEE agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the GRANT AGREEMENT or any subcontract, the GRANTEE, subcontractor, or any person acting on behalf of the GRANTEE or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this COMMONWEALTH who is qualified and available to perform the work to which the employment relates.
2. Neither the GRANTEE nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the GRANT AGREEMENT on account of gender, race, creed, or color.
3. The GRANTEE and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The GRANTEE shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the GRANT AGREEMENT relates.
5. The GRANTEE and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the DEPARTMENT and the COMMONWEALTH Department of General Services (DGS), for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the GRANTEE or any subcontractor does not possess documents or records reflecting the necessary information requested, the GRANTEE or subcontractor shall furnish such information on reporting forms supplied by the DEPARTMENT or DGS.
6. The DEPARTMENT shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. The DEPARTMENT may cancel or terminate the GRANT AGREEMENT and all money due or to become due under the GRANT AGREEMENT may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the DEPARTMENT may proceed with debarment or suspension and may place the GRANTEE in the Contractor Responsibility File.

From Management Directive 215.16 amended (6/30/99)

APPENDIX D
CONTRACTOR INTEGRITY PROVISIONS

1. The following definitions apply to this Appendix:
 - a. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the DEPARTMENT.
 - b. Consent means written permission signed by a duly authorized officer or employee of the DEPARTMENT, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the DEPARTMENT shall be deemed to have consented by virtue of execution of this GRANT AGREEMENT.
 - c. THE GRANTEE means the individual or entity that has entered into this GRANT AGREEMENT including directors, officers, partners, managers, key employees, and owners of more than a five percent interest.
 - d. Financial Interest means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The GRANTEE shall maintain the highest standards of integrity in the performance of this GRANT AGREEMENT and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the COMMONWEALTH.
3. The GRANTEE shall not disclose to others any confidential information gained by virtue of this GRANT AGREEMENT.
4. The GRANTEE shall not, in connection with this or any other agreement with the COMMONWEALTH, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the COMMONWEALTH.
5. The GRANTEE shall not, in connection with this or any other agreement with the COMMONWEALTH, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the COMMONWEALTH.
6. Except with the consent of the DEPARTMENT, neither the GRANTEE nor anyone in privity with THE GRANTEE shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this GRANT AGREEMENT except as provided therein.
7. Except with the consent of the DEPARTMENT, the GRANTEE shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. The GRANTEE, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the DEPARTMENT in writing.
9. The GRANTEE, by execution of this GRANT AGREEMENT and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that THE GRANTEE has not violated any of these provisions.
10. The GRANTEE, upon the inquiry or request of the Inspector General of the COMMONWEALTH or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the GRANTEE'S integrity or responsibility, as those terms are defined by the COMMONWEALTH'S statutes, regulations, or management directives. Such information may include, but shall not be limited to, the GRANTEE'S business or financial records, documents or files of any type or form, which refer to or concern this GRANT AGREEMENT. Such information shall be retained by the GRANTEE for a period of three years beyond the termination of the GRANT AGREEMENT unless otherwise provided by law.
11. For violation of any of the above provisions, the DEPARTMENT may terminate this and any other agreement with the GRANTEE, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another grantee to complete performance hereunder, and debar and suspend the GRANTEE from doing business with the COMMONWEALTH. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the DEPARTMENT may have under law, statute, regulation, or otherwise.

From Management Directive 215.8 amended (12/20/91)

**APPENDIX E
PROVISIONS CONCERNING
THE AMERICANS WITH DISABILITIES ACT**

1. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. 35.101 et seq., the GRANTEE understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this GRANT AGREEMENT or from activities provided for under this GRANT AGREEMENT. As a condition of accepting and executing this GRANT AGREEMENT, the GRANTEE agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the COMMONWEALTH through contracts with outside contractors.
2. The GRANTEE shall be responsible for and agrees to indemnify and hold harmless the DEPARTMENT from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the DEPARTMENT as a result of the GRANTEE'S failure to comply with the provisions of paragraph 1.

From Management Directive 215.12 amended (1/16/01)

APPENDIX F

*If the grant includes **no federal money**, Appendix F will contain no provisions.*

*If the grant is **federal Land and Water Conservation Fund** money, Appendix F will contain the following paragraph:*

The DEPARTMENT has entered into a federal Land and Water Conservation Fund (“LWCF”) Project Agreement with the United States Department of Interior’s National Park Service to obtain funding for this grant. The LWCF Project Agreement includes “General Provisions,” a copy of which is included in this Appendix F. The terms, conditions, obligations and requirements of the “General Provisions” are hereby transferred to the GRANTEE. Every term, condition, obligation and requirement in the Project Agreement that refers to the “State” applies to the GRANTEE except where it is clear from the nature of the term, condition, obligation or requirement that it is applicable solely to the state.

The LWCF Project Agreement, including the “Project Agreement General Provisions,” is on file with the Department.

*If the grant includes **federal Recreational Trails Program** money, Appendix F will contain the following provisions:*

1. Requirements of Title VI of the Civil Rights Act of 1964

- a. Compliance with regulations:** The GRANTEE shall comply with the federal regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations (“49 CFR”), Part 21, as they may be amended from time to time, which are incorporated herein by reference and made a part of this GRANT AGREEMENT.
- b. Nondiscrimination:** The GRANTEE, with regard to the work performed by it under the GRANT AGREEMENT, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The GRANTEE shall not participate either directly or indirectly in the discrimination prohibited 49 CFR § 21.5, including employment practices when the GRANT AGREEMENT covers a program set forth in Appendix B of 49 CFR Part 21.
- c. Solicitations for subcontractors, including procurements of materials and equipment:** In all solicitations either by competitive bidding or negotiation made by the GRANTEE for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the GRANTEE of the GRANTEE’S obligations under this GRANT AGREEMENT and the federal regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. **Information and reports:** The GRANTEE shall provide all information and reports required by the federal regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such federal regulations, orders and instructions. Where any information required of the GRANTEE is in the exclusive possession of another who fails or refuses to furnish this information the GRANTEE shall so certify to the DEPARTMENT or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for noncompliance:** In the event of the GRANTEE'S noncompliance with the nondiscrimination provisions of this GRANT AGREEMENT, the DEPARTMENT will impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the GRANTEE under the GRANT AGREEMENT until the GRANTEE complies, and/or
 2. cancellation, termination or suspension of the GRANT AGREEMENT, in whole or in part.
- f. **Incorporation of provisions:** The GRANTEE shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the federal regulations or directives issued pursuant thereto. The GRANTEE shall take such action with respect to any subcontract or procurement as the DEPARTMENT or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the GRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the GRANTEE may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and, in addition, the GRANTEE may request the United States to enter into such litigation to protect the interests of the United States.

2. United States Executive Order 11246

If this GRANT AGREEMENT exceeds \$10,000, the GRANTEE shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity," as amended by U.S. Executive Order 11375, and as supplemented in the U.S. Department of Labor regulations (Title 41, Chapter 60 of the Code of Federal Regulations).

3. Audit requirements

The GRANTEE shall comply with all federal and state audit requirements including: the Single Audit Act, as amended (31 U.S.C. 7501 et seq); Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations," as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government.

If the GRANTEE is a local government or non-profit organization and expends total federal awards of \$300,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the GRANTEE is required to have an audit made in accordance with the provisions of OMB Circular A-133.

If the GRANTEE is a for-profit organization and expends total federal awards of \$300,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the GRANTEE is required to have a program-specific audit made in accordance with the provisions of OMB Circular A-133, and in accordance with the laws and regulations governing the program in which it participates.

If the GRANTEE expends total federal awards of less than \$300,000 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state funds which supplement such awards, and to provide access to such records by federal and state agencies or their designees.

4. Disadvantaged Business Enterprise & Small Business Concern Involvement

The Commonwealth of Pennsylvania is committed to providing opportunities for Disadvantaged Business Enterprises and small business concerns to compete for work. Small business concerns are those entities seeking to participate in COMMONWEALTH contracts that meet the definition of a small business concern set forth in Section 3 of the Small Business Act and Small Business regulations implementing it at 13 C.F.R. Part 21. All GRANTEES are encouraged to involve Disadvantaged Business Enterprises and small business concerns in the required work and to submit documentation of any such involvement. Dependent upon the Scope of Work, GRANTEES receiving a grant of \$100,000 or more may be required to meet a specified Disadvantaged Business Enterprises goal.

5. Other federal requirements

GRANTEE shall comply with all other applicable federal statutes, regulations Executive Orders, and other requirements.

**APPENDIX G
RIGHT-TO-KNOW LAW**

1. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-67.3104, applies to this GRANT AGREEMENT.
2. Unless the GRANTEE provides the DEPARTMENT, in writing, with the name and contact information of another person, the DEPARTMENT shall notify the GRANTEE through the GRANTEE'S local project coordinator if the DEPARTMENT needs the GRANTEE'S assistance in any matter arising out of the Right-to-Know Law ("RTKL"). The GRANTEE shall notify the DEPARTMENT in writing of any change in the name or the contact information for the local project coordinator within a reasonable time prior to the change.
3. Upon notification from the DEPARTMENT that it requires the GRANTEE'S assistance in responding to a RTKL request for records in the GRANTEE'S possession, the GRANTEE shall provide the DEPARTMENT, within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the GRANTEE'S possession which arises out of the GRANT AGREEMENT that the DEPARTMENT requests ("Requested Information") and provide such other assistance as the DEPARTMENT may request in order to comply with the RTKL. If the GRANTEE fails to provide the Requested Information within 14 calendar days after receipt of such request, the GRANTEE shall indemnify and hold the DEPARTMENT harmless for any damages, penalties, detriment or harm that the DEPARTMENT may incur as a result of the GRANTEE'S failure, including any statutory damages assessed against the DEPARTMENT.
4. The DEPARTMENT'S determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The GRANTEE agrees not to challenge the DEPARTMENT'S decision to deem the Requested Information a Public Record. If the GRANTEE considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary information, as those terms are defined by the RTKL, the GRANTEE will immediately notify the DEPARTMENT, and will provide a written statement signed by a representative of the GRANTEE explaining why the requested material is exempt from public disclosure under the RTKL, within seven calendar days of receiving the request. If, upon review of the GRANTEE'S written statement, the DEPARTMENT still decides to provide the Requested Information, the GRANTEE will not challenge or in any way hold the DEPARTMENT liable for such a decision.
5. The DEPARTMENT will reimburse the GRANTEE for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
6. The GRANTEE agrees to abide by any decision to release a record to the public made by the Office of Open Records or by the Pennsylvania Courts. The GRANTEE agrees to waive all rights and remedies that may be available to it as a result of the DEPARTMENT'S disclosure of Requested Information pursuant to the RTKL. The GRANTEE'S duties relating to the RTKL are continuing duties that survive the expiration of this GRANT AGREEMENT and shall continue as long as the GRANTEE has Requested Information in its possession.

APPENDIX H
PENNSYLVANIA ELECTRONIC PAYMENT PROGRAM (PEPP)

1. The Commonwealth will make payments to the recipient through the Automated Clearing House (ACH). Within 10 days of the grant award, the recipient must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
2. The recipient must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the recipient to properly apply the state agency's payment to the respective invoice or program.
3. It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

From Management Directive 310.30 Amended, 5/22/09

1/29/2010