

APPRENTICESHIP PROGRAM GRANTS APPLICATION/AGREEMENT

Grant Applicant/Fiscal Agent Name: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Phone #: _____ Fax#: _____

Contact Person: _____ Title: _____

E-mail Address: _____ Type of Organization: _____

FEIN: _____ SAP Vendor #: _____

AMOUNT REQUESTED: _____ **L&I ONLY-AMOUNT AWARDED:** _____

Start Date: _____ End Date: _____

When fully executed, this application becomes a grant agreement between the Pennsylvania Department of Labor & Industry (Department) and _____

(Grantee)_____

for the purpose of carrying out activities under the Apprenticeship Program Grants, and in accordance with any regulations and guidelines covering Commonwealth programs and any policies provided and established by the Department.

In compliance with the grant application and requirements, conditions and specifications, the undersigned, on behalf of the grant applicant, which intends to be legally bound, offers and agrees, if the grant application is accepted, to provide the specified services at the amount set forth at the times(s) and point(s) specified. This application is intended to be legally binding on the parties, their successors and/or assignees in accordance with the following attachments: Attachment A: Grant Provisions; Attachment B: Standard Clauses and Certifications; Attachment C: Project Information as specified in Section 5 of the Notice of Grant Availability.

Signature of Authorized Representative Title Date

Signature of Authorized Representative (if required) Title Date

Secretary of Labor & Industry or Delegate Title Date

Chief Counsel, Department of Labor & Industry

Date

General Counsel

Title

Date

Office of Attorney General

Title

Date

Comptroller

Title

Date

Attachment A: Grant Provisions

1. Funds provided under this grant agreement must be expended in accordance with the applicable statutes, regulations and policies and procedures of the Commonwealth and Federal government.
2. The grant application package with guidelines and instructions is incorporated by reference into this grant agreement.
3. This grant agreement is effective _____, 201_ and expires _____, 2015, unless this grant agreement is replaced by a subsequent grant agreement or is modified by letter amendment signed by both parties.
4. The grantee's signature on the application is considered the formal signature for the grant agreement.
5. Funds shall be obligated to the grantee by a Notice of Obligation (NOO) once the grant application/agreement is approved and fully executed. No funds may be expended before the effective date of the NOO. Obligations and costs may not exceed the amount obligated by the NOO.
6. The certifications and assurances signed and attached to this grant application/agreement are incorporated by reference or otherwise included as an attachment.
7. In the event of the termination of the program(s) by the Department, the end date of this grant agreement and all activities compensated by the Department will cease as of the effective date of the termination of the program.
8. The Department reserves the right to unilaterally terminate this Grant with 30 days written notice. The Department also reserves the right to unilaterally and immediately terminate this Grant if the grantee violates any federal or Commonwealth law, regulations or guidelines applicable to these funds or any of its assurances and certifications.
9. The grantee agrees to ensure that all employees involved in this grant agreement are covered by any applicable insurances (i.e., Workers' Compensation, Unemployment Compensation, Social Security and Liability insurances).
10. Funds shall be used for the purposes as specified in the approved grant application/agreement.
11. **INDEMNIFICATION** (Commonwealth of Pennsylvania Management Directive (MD) 305.20)
 - (a) Non-Commonwealth Grantees

Solely to the extent permitted by the Pennsylvania Attorney General, and subject to the laws of Pennsylvania, including but not limited to the Commonwealth Attorneys Act, 71 P.S. § 732-101 *et seq.*, the grantee agrees to indemnify, defend, and hold harmless the Commonwealth, its officers, agents and employees:

 - (1) from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other persons, firms, corporations or other legal entities furnishing or supplying work, services, materials, or supplies in connection with the performance of this Grant;

- (2) from any and all claims, losses, damages, expenses, demands, suits or actions brought by any party against the Commonwealth as a result of the grantee's failure to comply with this grant agreement, violations of its assurances and certifications or violations of applicable statutes, regulations or policies;
 - (3) against any liability including, but not limited to, costs and expenses for violation of proprietary rights or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of, any data furnished under this grant agreement, or based on any libelous or other unlawful matter contained in such data; and
 - (4) from any and all claims against all audit exceptions arising from grantee's violation of this grant agreement.
- (b) Commonwealth or Political Subdivision Grantee
- (1) Where the grantee is the Commonwealth or a political subdivision within the meaning of 1 PA.C.S. § 2310, this indemnification clause shall not apply and the grantee shall only be liable to the extent authorized by law; and
 - (2) Where the grantee subcontracts with an entity that is the Commonwealth within the meaning of 1 PA.C.S. § 2310, this indemnification clause shall not apply and the subcontractor shall only be liable to the extent authorized by law.

12. RECORD RETENTION

- (a) The grantee shall maintain adequate records relating to its performance under this grant agreement and shall permit the Commonwealth to have access to all records directly related to the administration of this grant agreement, and make available to the Commonwealth, or any duly authorized representative, any books, documents, papers, and records for the purpose of monitoring, audits, examination, excerpts and transcriptions.
- (b) If any litigation is begun or a claim is instituted involving the grant agreement, grantee shall retain the records until advised by the Department that the litigation or claim has been finally resolved.
- (c) Grantee agrees to maintain any statistical records required by the Commonwealth and to produce statistical data at times and on forms prescribed by the Commonwealth.

13. ASSIGNABILITY (MD 305.20)

- (a) This grant agreement may be assigned only with the prior written approval of the Commonwealth. Performance of services under this grant agreement is not assignable without prior written consent from the Commonwealth, which consent may be withheld at the sole absolute discretion of the Commonwealth.
- (b) Any assignment consented to by the Commonwealth shall be evidenced by a written assignment agreement executed by the grantee and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this grant agreement and to assume the duties, obligations, and responsibilities being assigned.

- (c) In the event of a change in name and/or ownership or contact person, the grantee will provide written notification to the Commonwealth specifying all changes and updated information and submit the form to the Commonwealth at the following address within five (5) days of the official change:

Department of Labor and Industry
651 Boas Street, Room _____
Harrisburg, PA 17121

A change of name by the grantee, where the grantee's federal identification number remains unchanged, shall not be considered to be an assignment.

Attachment B: Standard Clauses

Grantee agrees to comply with the following:

1. AMERICANS WITH DISABILITIES ACT (Management Directive (MD) 215.12)

- (a) 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 it shall not cause any individual with a disability to be excluded from participation in this grant agreement or from activities provided for under this grant agreement on the basis of the disability. As a condition of accepting 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 all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through grants with outside grantees.
- (b) The grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the grantee’s failure to comply with the provisions of subparagraph (a) above.

2. CONTRACTOR (GRANTEE) RESPONSIBILITY PROVISIONS (MD 305.20)

- (a) The grantee certifies, in writing, for itself and its sub-grantees required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this grant, that neither the grantee, nor any such sub-grantees, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the grantee cannot so certify, then it agrees to submit, along with its grant, a written explanation of why such certification cannot be made.
- (b) The grantee also certifies, in writing, that as of the date of its execution of this grant, the grantee or sub-grantees have no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (c) The grantee’s obligations pursuant to these provisions are ongoing from and after the effective date of the grant through the termination date thereof. Accordingly, the grantee shall have an obligation to inform the Commonwealth if, at any time during the term of the grant, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if, to the best knowledge of the grantee, any of its sub-grantees are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the grantee to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the grant with the Commonwealth.
- (e) 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 sub-grantees and grantee that 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.

- (f) The grantee may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

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

3. CONTRACTOR INTEGRITY PROVISIONS (MD 305.20)

It is essential that those who seek to enter into agreements with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth process.

In furtherance of this policy, the grantee agrees to the following:

- (a) The grantee shall maintain the highest standards of honesty and integrity during the performance of this grant and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to the grantee or that govern agreements from the Commonwealth.
- (b) The grantee shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the grantees employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all the grantees employees.
- (c) The grantee, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 *et seq.*; the State Adverse Interest Act, 71 P.S. §776.1 *et seq.*; and the Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 *et seq.*, or to breach any other state or federal law or regulation.
- (d) The grantee, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- (e) The grantee, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 *et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
- (f) The grantee, its affiliates, agents and employees shall not, 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 Commonwealth official or employee.

- (g) The grantee, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the grant, except as provided in the grant agreement.
- (h) The grantee shall not have a financial interest in any other grantee, sub-grantee, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to the grantee's financial interest prior to Commonwealth execution of the grant. The grantee shall disclose the financial interest to the Commonwealth at the time of execution.
- (i) The grantee, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, grantees under this contract without the prior written approval of the Commonwealth, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this grant agreement. Any information, documents, reports, data, or records secured by a grantee from the Commonwealth or a third party in connection with the performance of this grant shall be kept confidential unless disclosure of such information is:

 - (i) Approved in writing by the Commonwealth prior to its disclosure; or
 - (ii) Directed by a court or other tribunal of competent jurisdiction unless the grant requires prior Commonwealth approval; or
 - (iii) Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - (iv) Necessary for purposes of the grantees' internal assessment and review; or
 - (v) Deemed necessary by the grantee in any action to enforce the provisions of this grant agreement or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - (vi) Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
 - (vii) Otherwise required by law.
- (j) The grantee certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency grant officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

 - (i) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- (ii) Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by the grantee or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (A) obtaining;
 - (B) attempting to obtain; or
 - (C) performing a public contract or subcontract.

The grantee's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- (iii) Violation of federal or state antitrust statutes.
- (iv) Violation of any federal or state law regulating campaign contributions.
- (v) Violation of any federal or state environmental law.
- (vi) Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- (vii) Violation of the Act of June 2, 1915 (P.L.736, No. 338), known as the Workers' Compensation Act, 77 P.S. 1 *et seq.*
- (viii) Violation of any federal or state law prohibiting discrimination in employment.
- (ix) Debarment by any agency or department of the federal government or by any other state.
- (x) Any other crime involving moral turpitude or business honesty or integrity.

The grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the grant agreement for cause upon such notification or when the Commonwealth otherwise learns that the grantee has been officially notified, charged, or convicted.

- (k) If this grant was awarded to grantee on a non-bid basis, the grantee must, (as required by Section 1641 of the Pennsylvania Election Code) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to grantee by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - (i) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - (ii) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, the grantee shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- (l) The grantee shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 *et seq.*, and the regulations promulgated pursuant to that law, if applicable. The grantee employee activities prior to or outside of formal Commonwealth communication protocol are considered lobbying and subjects the grantee employees to the registration and reporting requirements of the law. Actions by outside lobbyists on the grantee’s behalf, no matter the grant, are not exempt and must be reported.
- (m) When the grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor’s Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, the grantee shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
- (n) The grantee, by submission of this grant and by the submission of any documents for this grant, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the application, during any grant processing or during the term of the grant.
- (o) The grantee shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged grantee non-compliance with these provisions. The grantee agrees to make identified grantee employees available for interviews at reasonable times and places. Grantee, upon the inquiry or request of the Office of Inspector General, 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 and compliance with these provisions. 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 that refers to or concern this contract.
- (p) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other agreement with the grantee and debar and suspend the grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- (q) For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

 - (i) “Confidential information” means information that

 - (A) is not already in the public domain;
 - (B) is not available to the public upon request;
 - (C) is not or does not become generally known to the grantee from a third party without an obligation to maintain its confidentiality;
 - (D) has not become generally known to the public through an act or omission of the grantee; or
 - (E) has not been independently developed by the grantee without the use of confidential information of the Commonwealth.
 - (ii) “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in

writing, by application or grant terms, the Commonwealth shall be deemed to have consented by virtue of execution of this grant.

- (iii) “Contractor” means the individual or entity (the grantee) that has entered into this grant with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- (iv) “Financial interest” means:
 - (A) Ownership of more than a five percent interest in any business; or
 - (B) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- (v) “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- (vi) “Immediate family” means a spouse and any unemancipated child.
- (vii) “Non-bid basis” means a grant awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (viii) “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

4. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE (MD 305.20)

The grantee agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant or any contract, or subcontract, the grantee, a sub-grantee, a contractor, a subcontractor, or any person acting on behalf of the grantee 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.
- (b) The grantee, sub-grantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
- (c) The grantee, sub-grantee, contractor or any subcontractor 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.

- (d) The grantee, sub-grantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- (e) The grantee, sub-grantee, any contractor or any subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after execution of the grant, the grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 30 days, request an exemption from the STD-21 form from the executing agency.
- (f) The grantee, sub-grantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every contract or subcontract so that those provisions applicable to sub-grantees, contractors or subcontractors will be binding upon each sub-grantee, contractor or subcontractor.
- (g) The Commonwealth may cancel or terminate the grant and all money due or to become due under the grant may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the grantee, sub-grantee, contractor, or subcontractor in the Contractor Responsibility File.

5. RIGHT TO KNOW LAW (MD 305.20)

- (a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this grant agreement. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- (b) If the Commonwealth needs the grantee's assistance in any matter arising out of the RTKL related to this grant, it shall notify the grantee using the legal contact information provided in this grant agreement. The grantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the grantee's assistance in responding to a request under the RTKL for information related to this grant agreement that may be in the grantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the grantee shall:
 - (i) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the grantee's possession arising out of this grant agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (ii) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this grant agreement.

- (d) 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, or other information that the grantee considers exempt from production under the RTKL, the grantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the grantee explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) The Commonwealth will rely upon the written statement from the grantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the grantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (f) If the grantee fails to provide the Requested Information within the time period required by these provisions, the grantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the grantee's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the grantee for any costs associated with complying with these provisions 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.
- (h) The grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the grantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the grantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the grantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (i) 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.

6. OFFSET PROVISION (MD 215.9)

The grantee agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the grantee or its subsidiaries to the Commonwealth against any payments due the grantee under any contract with the Commonwealth.

7. PENNSYLVANIA ELECTRONIC PAYMENT PROGRAM

- (a) The Commonwealth will make contract payments through the Automated Clearing House (ACH) Network. Within 10 days of award of the grant, the grantee must submit or have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM). At the time of submitting ACH information, the grantee will also be able to enroll to receive remittances via electronic addenda.

- (b) The grantee 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 grantee to properly apply the state agency's payment to the invoice submitted.
- (c) It is the responsibility of the grantee to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

[www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH- EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf))

The completed form must be sent via one of the following methods:

- FAX – 717-214-0140
- E-mail to RA-PSC SUPPLIER REQUESTS@STATE.PA.US
- Mail to: Commonwealth of Pennsylvania
Payable Services Center
Vendor Data Management Unit
9th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17101-1921

8. OWNERSHIP RIGHTS

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the grant agreement.