

AGREEMENT TEMPLATE
Between
OHIO BUREAU OF WORKERS' COMPENSATION
And
[RECIPIENT]

This is an Agreement (the "Agreement") by and between [**Recipient**], (hereinafter referred to as the "Recipient"), doing business at [Recipient address], and the **State of Ohio Bureau of Workers' Compensation** (hereinafter referred to as the "Bureau"), having offices at 30 W. Spring Street, Columbus, Ohio 43215-2256, each a "party" and collectively the "parties," entered into the day, month and year set out below to perform applied research and development as a research grant recipient.

WHEREAS, the Bureau is administering the Workforce Safety and Innovation Center (WSIC) Grant to provide funding for Personal Protective Equipment (PPE), Personal Protective Technology (PPT), research, development of cutting-edge technologies, and rapid movement of results from laboratories to the workforce marketplace; and the Recipient has the expertise and capability of fulfilling the needs of the Bureau;

WHEREAS, it is expressly understood that all contracts to which the Bureau is a party must conform to Ohio statutes and rules;

WHEREAS, it is expressly understood and agreed that approval of this Agreement by the Office of Budget and Management and certification of the availability of funds sufficient to meet the obligation to be incurred hereunder, pursuant to Ohio Revised Code Section 126.07, shall be conditions precedent to the creation of any obligation under this contract;

WHEREAS, it is expressly understood and agreed that the Bureau cannot agree to deposits, cancellation fees, indemnification, out-of-pocket expenses, additional expenses, liquidated damages, arbitration, or other similar payments, penalties, or contingencies because to do so would incur a debt on behalf of the State for which no funds have been appropriated, in derogation of Ohio law and/or in violation of the accounting principles of the Office of Budget and Management; and

WHEREAS, the Bureau desires to enter into an Agreement with the Recipient for the Recipient to perform PPE/PPT applied research and development under a WSIC Grant;

Now, therefore, the parties hereto mutually agree to the following:

- 1. TASK DESCRIPTION.** The Recipient, in consideration of the Bureau's promise to pay remuneration, agrees and promises to assume full responsibility for the completion of the tasks hereunder, in accordance with the terms and conditions of this Agreement. The Recipient agrees to perform applied research and development as follows:

Recipient shall conduct applied research and develop or enhance PPE/PPT as described in the Recipient's Project Proposal and all supplements, addenda, letters, representations, and documentation, Exhibit A, which is summarized as follows:

[Project Summary]

- 2. AMOUNT OF REMUNERATION AND METHOD OF PAYMENT.** The Bureau, in consideration of the Recipient's promise to perform applied research and development in accordance with the terms of this Agreement, agrees and promises to pay the Recipient remuneration for deliverables completed according to the following terms:

Recipient shall receive compensation based on the approved Project Budget submitted in the Recipient's Proposal, which is attached as Exhibit B and summarized as follows:

Personnel	\$
Travel	\$
Equipment	\$

Contracts	\$
Other Direct Costs	\$
Indirect Costs	\$
Total Project Cost	\$

Any changes to allocations in the Project Budget as set forth in Exhibit B require the written agreement of the parties pursuant to Section 7 of this Agreement.

The parties agree that the Bureau will make payments to Recipient by Electronic Funds Transfer (“ETF”) as described in the WSIC Grant Administration Policies and Procedures (GAPP) Manual, Section D. Payments, which is summarized as follows: Payments are based on actual expenditures on a cost reimbursement basis. Payments for deliverables are based on a quarterly deliverable payment schedule, the recipient’s completion of each deliverable, and WSIC’s validation of the completion. Costs will be disallowed if a payment is requested, and the required deliverable(s) have not been met by the deadline. Quarterly payments shall issue upon presentation to and acceptance by the Bureau of quarterly deliverables, and final payment shall issue upon presentation to and acceptance by the Bureau of all deliverables in the Project Budget Justification as set forth in Exhibit C.

Upon presentation to and acceptance by the Bureau of quarterly deliverables, Recipient shall submit to Bureau a quarterly expenditure report together with an invoice. The Bureau shall determine the amount of the quarterly payment based on the approved deliverable submissions, the expenditure report and invoice, and any additional information requested by Bureau under Section 23. Records Retention and Inspection of this Agreement.

Final payment shall issue upon presentation to and acceptance by the Bureau of all deliverables as set forth in Exhibit C. Upon presentation to and acceptance by the Bureau of all deliverables, Recipient shall submit to the Bureau a final expenditure report together with an invoice. The Bureau shall determine the amount of the final payment based on the final expenditure report and, as necessary, any additional information requested by the Bureau under Section 23. Records Retention and Inspection of this Agreement. The quarterly expenditure reports and final expenditure report shall include a line-item cost breakdown of expenditures by category in the same manner as described in Exhibit B.

The Bureau shall reconcile the total payments issued with the amount spent for the Project to ensure all funds were either spent for the project or returned to the Bureau upon receipt of the final expenditure report. If a discrepancy is found during the reconciliation, the Bureau will work with Recipient to resolve the discrepancy, including asking funds to be returned to the Bureau if necessary. The Bureau reserves the right to recover grant monies by one or more of the following methods: billing the Recipient for the grant money received, forwarding the Recipient’s information to the Office of the Attorney General of Ohio for collection, set-off, recoupment, or other administrative, civil, and/or legal remedy.

Notwithstanding any other terms of the Agreement, total charges shall not exceed the amount of _____ dollars (\$ _____), unless additional sums are agreed to in writing. The Bureau shall use its best efforts to pay the Recipient within thirty (30) days upon receipt of Recipient’s properly submitted invoice. Failure to pay the Recipient promptly within thirty (30) days entitles the Recipient only to interest on the amount due and payable at the rate allowed by law in accordance with the provisions of Ohio Revised Code Section 126.30. Failure to promptly pay within thirty (30) days shall not be deemed to constitute default by the Bureau.

The Recipient shall assume responsibility for all contingencies, however unforeseen or remote, encountered in the completion of the deliverables.

The Bureau may issue a Notice of Special Conditions to Recipient to enforce any term or condition of this Agreement. The recipient must comply with any Notice of Special Conditions within fifteen (15) calendar days of issuance by the Bureau. The Bureau reserves the right to withhold any payment otherwise payable pursuant to this Section until the Recipient has complied with the term or condition of this Agreement for which the Notice of Special Conditions was issued to the satisfaction of the Bureau, which satisfaction shall not be unreasonably withheld.

3. TIME OF PERFORMANCE. The Recipient and the Bureau agree that performance pursuant to this Agreement shall commence upon the execution by all parties to the Agreement and on compliance with all conditions precedent, with a Commencement Date of July 1, 2024. The Project shall conclude on June 30, 2025, unless extended at the sole discretion of the Bureau.

4. TRAVEL AND EXPENSES. Travel expenses as described in Exhibit B may be reimbursed in accordance with State of Ohio, Office of Budget and Management (“OBM”) travel guidelines. Requests for reimbursement must be detailed to indicate how reimbursable amounts are calculated, i.e., number of overnight stays, air travel, telephone charges, auto rental, auto travel reimbursement detailing number of miles multiplied by number of trips times the rate, etc. Requests for reimbursements must be accompanied by receipts and proof of payment of or incurring expense. Recipient will be reimbursed for expenses in strict compliance with Ohio law and OBM travel guideline limits as provided in Section 126-1-02 O.A.C. Expenses paid pursuant to this Section shall be paid from and shall not increase the Not-to-Exceed total contract amount.

The Bureau shall reimburse Recipient only as described in the Proposal for other expenses incurred or paid by Recipient in connection with the performance of applied research and development. The payment of such expenses is the sole responsibility of Recipient and not the responsibility of the Bureau.

5. CONDITIONS PRECEDENT. It is expressly understood and agreed that approval of this Agreement by OBM and certification of the availability of funds sufficient to meet the obligation to be incurred hereunder pursuant to Ohio Revised Code Section 126.07 and, if applicable, approval for expenditure of funds pursuant to this Agreement from the Ohio State Controlling Board, shall be conditions precedent to the creation of any obligation under this contract.

None of the duties or obligations in this Agreement are binding on the State, and the Recipient will not begin performance on this Agreement, until such conditions are satisfied and the Bureau issues an official State of Ohio Purchase Order (P.O.) and the P.O. is received by the Recipient.

State appropriations expire on June 30th of every odd-numbered year, the end of the biennium budget. Notwithstanding any other terms of the Agreement, the Bureau's duty to make payments also expires on June 30th of every odd-numbered year. Continuation thereafter is conditioned upon renewal to continue the contract into the next biennium budget period. All payment obligations of this Agreement are subject to appropriation and, unless renewed, terminate at the end of the biennium budget period.

6. TERMINATION. The Bureau may cancel this Agreement at any time prior to the commencement of the tasks hereunder. In addition, this Agreement may be terminated by the unilateral action of either party hereto upon provision to the other party thirty (30) days written notice of election to so terminate. In the event of termination of this Agreement by either party, Recipient shall be paid for all properly documented deliverables completed; however, no deposit, cancellation fee, or liquidated damages will be paid by the Bureau. The Bureau shall have the right to terminate this Agreement immediately without advance notice if for any reason Recipient violates any of the material covenants, agreements, or stipulations of this Agreement, or if Recipient fails to maintain Ohio workers' compensation, where required by law. In the event the Bureau executes its right to terminate this Agreement, Recipient shall not be relieved of any liability for damages sustained by the Bureau by virtue of any breach by Recipient to the extent of remuneration paid pursuant to this Agreement, and the Bureau may withhold further payment due to Recipient pursuant to this Agreement or otherwise, for the purpose of set-off until such time as damages due to the Bureau are determined.

Recipient may cancel its duties and obligations under this Agreement at any time prior to the commencement of the tasks hereunder upon notice to the Bureau, provided that such termination is without prejudice to the State of Ohio. Any material provided by Recipient, which fulfills any obligation of this Agreement, shall be considered the property of the Bureau upon payment in full to Recipient for deliverables completed prior to termination. Furthermore, Recipient shall have the right to terminate this Agreement for failure to pay invoices in accordance with the terms of this Agreement.

The rights of cancellation and termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights and remedies available to either party at law or in equity.

7. AMENDMENTS, MODIFICATIONS, SUPPLEMENTS, AND HEADINGS. The parties may, by mutual agreement, amend, modify, supplement, or rescind the terms of this Agreement. The term "this Agreement" shall be deemed to include any such future amendments, modifications, and supplements. Any such amendment, modification, supplement, or rescission shall not be effective unless expressed in writing and signed by the parties hereto. The headings in this Agreement are for convenience only and are not intended to be part of, or to affect the interpretation of, the terms of this Agreement.

8. DELIVERABLES. Recipient will submit nine (9) deliverables with twenty-nine (29) objectives. The deliverables are summarized in Exhibit C, attached hereto.

9. OWNERSHIP RIGHTS AND COPYRIGHT PROTECTION. The Parties agree that Recipient and Bureau as joint investigators in the applied research and development project retain joint ownership and copyright protection for written materials produced by the Recipient and Bureau in the performance of this Project. All inventions developed under this Agreement by Recipient employees shall be owned by Recipient. Recipient reserves the right to publish the results of this Project in scholarly journals or other media outlets. Recipient and Bureau will each provide the other with a non-exclusive, perpetual, royalty-free license to produce, publish, and use all such copyright material for non-commercial purposes in relation to this agreement/project.

Recipient and Bureau shall be permitted to use the final written materials and any personal protection equipment prototype produced in the Project by Recipient and Bureau for advertisement, marketing, policy making, and republication. Notwithstanding the above, Bureau will not use, directly or by implication, the names or logos of Recipient or the name of any member of the staff thereof, in any publicity or advertising unless copy is submitted and prior written approval of Recipient is obtained. Further, Recipient will not use, directly or by implication, the names or logos of Bureau or the name of any member of the staff thereof, in any publicity or advertising unless copy is submitted and prior written approval of Bureau is obtained. If the validity of the research methodology or results are disputed, Recipient and Bureau shall fully cooperate in explaining and defending the research, methodology and results.

10. WAIVER. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. Failure of a party to insist upon strict performance of any provision of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of the right to insist upon strict compliance with such provision in the future.

11. SUBCONTRACTING / ASSIGNMENT / DELEGATION. The Recipient will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of the Bureau. Any assignment or delegation not consented to may be deemed void by the Bureau. However, the Bureau's approval will not serve to modify or abrogate the responsibility of the Recipient for the acts, omissions, nonfeasance, malfeasance, or misfeasance of any subcontractors.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: The Recipient will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders. Before a contract can be awarded or renewed, for any amount of \$2,500.00 or more, an Affirmative Action Program Verification Form must be submitted to the Ohio Department of Development to comply with the Ohio affirmative action requirements. More information regarding the Affirmative Action Verification Form requirements for goods and service contracts can be found at the following web site:

<https://development.ohio.gov/business/construction-compliance#AffirmativeActionProgramVerificationGoodsandServices>

The State encourages the Recipient to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

13. INDEPENDENT CONTRACTOR RELATIONSHIP. It is mutually understood and agreed that the Recipient is at all times acting as an Independent Contractor in performing applied research and development under this Agreement. Recipient shall be responsible for compliance with all laws, rules, regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. The persons provided by the Recipient shall be solely the Recipient's employees and shall not be considered public employees of the Bureau for the purpose of Ohio Public Employees Retirement System (OPERS) benefits, or for any other purpose. The Recipient shall be responsible for payment of federal, state, and municipal taxes and costs such as social security, unemployment, workers' compensation, disability insurance, and federal and state withholding with respect to its employees.

14. LIMITATION OF LIABILITY. The Bureau's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the Recipient pursuant to this Agreement, or the amount of direct damages incurred by the Recipient, whichever is less. The Recipient's sole and exclusive remedies for the Bureau's failure to perform shall be as set forth in the above paragraph entitled, "Termination". In no event shall the Bureau be liable for any consequential, incidental, or punitive losses, damages, expenses, including the loss of profits, even if the Bureau knew or should have known of the possibility of such damages.

15. APPLICABLE STATE LAW AND JURISDICTION. The terms and conditions contained herein shall be construed and interpreted in accordance with the laws of the State of Ohio. All disputes arising from this Agreement shall be governed by the laws of the State of Ohio, and the parties mutually agree to submit exclusively and irrevocably to the jurisdiction of the Ohio Court of Claims in all disputes arising from this Agreement.

16. COMPLIANCE WITH LAW. The Recipient agrees and covenants that it at this time is and for the duration of this contract will be in compliance with all laws of Ohio specifically including, but not limited to, the workers' compensation laws of Ohio, the corporate laws of Ohio, and all rules and regulations promulgated under those laws, as well as all applicable federal and local laws in the conduct of the tasks hereunder.

17. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE CERTIFICATION. Recipient affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of tasks which are required to be performed under any resulting Contract. In addition, Recipient affirms that a person who is or may become an agent of Recipient, not having such interest upon execution of this Contract shall likewise advise the Bureau in the event it acquires such interest during the course of this Contract.

Recipient agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the Bureau, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the Bureau or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

18. OHIO ELECTIONS LAW: Recipient hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of Ohio Revised Code Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of Ohio Revised Code Section 3517.13.

19. HOLD HARMLESS AND INDEMNIFICATION. Each party to this Agreement agrees that it will be responsible for its own acts and omissions and the results thereof; and shall not be responsible for the acts and omissions of the other party and the results thereof. Each party agrees that it will assume all risk and

liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its agents or employees under this Agreement.

20. DRUG-FREE WORKPLACE. Recipient agrees to comply with all applicable state and federal laws regarding drug-free workplace. Recipient shall make a good faith effort to ensure that all Recipient employees, if working on state property, will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

21. CONFIDENTIALITY. To the extent permitted by applicable law, the Recipient, its officers, agents, employees, representatives, subcontractors, and assigns shall keep confidential all information obtained in the performance of this Agreement that is confidential under Bureau policy or state and/or federal law, including but not limited to employer premium data subject to Ohio Revised Code Section 4123.27 and claim file data subject to Ohio Revised Code Section 4123.88. The Recipient promises not to copy, disclose, publish, or communicate the Bureau's confidential information.

The Recipient agrees that any confidential information obtained in the performance of this Agreement is for the sole use of the Recipient for the purpose of completing deliverables under the Agreement and shall be used for no other purpose.

The Recipient shall comply with all applicable state and federal statutes and rules, and all Bureau policies, for the protection of sensitive data and confidential medical, claim, and employer premium information, including but not limited to the Bureau's Sensitive Data Transmission and Confidential Personal Information (CPI) policies.

The Recipient shall comply with all electronic data security measures as may be required by Ohio law, Ohio Department of Administrative Services or other state agency Directive, and/or Executive Order of the Governor of Ohio during the term of this Agreement.

The Recipient shall comply with, and shall assist the Bureau in complying with, all disclosure, notification or other requirements contained in Sections 1347.12, 1349.19, 1349.191, and 1349.192 of the Ohio Revised Code, as may be applicable, in the event computerized data that includes personal information, obtained by the Recipient in the performance of this Agreement, is or reasonably is believed to have been accessed and acquired by an unauthorized person and the access and acquisition by the unauthorized person causes, or reasonably is believed will cause a material risk of identity theft or other fraud.

Any improper use or access of Bureau data will result in the termination of that person's access as well as notification to that person's employer and Recipient. "Improper use or access" is defined as access or use that is not for a legitimate business purpose.

After the Recipient's tasks under this Agreement are completed, and upon expiration of all applicable retention periods under this Agreement and/or state and federal law, the Recipient shall either return to the Bureau or destroy in a secure manner all confidential data obtained in the performance of this Agreement.

Failure to comply with the provisions of this Section shall be deemed a material breach of the Agreement. Such breach shall render the Agreement voidable in its entirety at the Bureau's sole discretion.

The provisions of this Section shall survive the termination of this Agreement.

22. WORKERS' COMPENSATION. The Recipient warrants that the Recipient and agents are covered by workers' compensation and shall remain covered during the term of the contract. The Recipient is responsible for ensuring contractually that any subcontractors maintain workers' compensation insurance at all times during the term of the contract. Failure to maintain coverage at any time during the term of any contract shall be deemed a material breach of the contract. Such failure shall deem the contract voidable in its entirety at the Bureau's sole discretion.

If it is discovered after the contract has been awarded, that the Recipient was not in compliance with Ohio law requiring participation in the workers' compensation system on the date the contract was awarded, the

contract will be declared "void ab initio". The Bureau will not pay for any deliverables completed under the contract and the Recipient must immediately repay to the Bureau any funds paid under this Contract.

23. RECORDS RETENTION AND INSPECTION. During the term of this Agreement and until the expiration of three years after final payment under this Agreement, the Recipient shall create, maintain, and provide the Bureau and/or its duly authorized representatives with access to, and the right to examine, any books, documents, papers, and records of the Recipient that adequately document and fully substantiate the validity of Recipient's reimbursement for deliverables completed under this Agreement. The Bureau will conduct monitoring of and reserves the right to conduct audits of Recipient in accordance with the provisions of the WSIC GAPP Manual. The Bureau reserves the right to amend the WSIC GAPP Manual, if needed, during the term of this Agreement.

For each subcontract in excess of \$2,500.00, the Recipient shall require its subcontractors to agree to the provisions of this Section regarding record-keeping.

24. PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. No State Cabinet Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Contract.

Further, no state agency, board, commission, state educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

The Contractor must complete the [Contractor/Subcontractor Affirmation and Disclosure Form](#) affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

25. BOYCOTTING. Pursuant to Ohio Revised Code 9.76(B) Recipient warrants that Recipient is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

26. DEBARMENT. Recipient represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code Section 153.02 or Ohio Revised Code Section 125.25. If this representation and warranty is found to be false, this Agreement will be declared "void ab initio" and Recipient shall immediately repay to the Bureau any funds paid under the contract.

27. SEVERABILITY. If for any reason any provision or part of this Agreement is declared void, invalid, or unenforceable, the validity of the rest of this Agreement shall not be affected and the Agreement shall remain in full force and effect with the void, invalid, or unenforceable provision(s) eliminated.

28. MERGER CLAUSE AND ORDER OF PRIORITY. It is mutually understood and agreed that the Agreement, including documents incorporated by reference, the Recipient's Proposal, and any attachments, represents the entire Agreement between the Recipient and the Bureau. In the event of a conflict in the language of the documents, this Agreement, including the WSIC Grant Application, WSIC GAPP Manual, and any Addenda, prevails over the Recipient's Proposal. The parties have entered into no agreements, express or implied, other than the Agreement. It is further agreed that no oral representation of any amendment, modification, supplement, or rescission of the terms set forth herein shall be given any force or effect unless such amendment, modification, supplement, or rescission shall have been expressed in writing, signed by the parties, and meet all conditions precedent deemed applicable by the Bureau.

29. ELECTRONIC SIGNATURES, COUNTERPARTS, AND FACSIMILES. An electronic signature shall have the same force and effect as an original signature, this document may be signed in counterparts, and electronic or facsimile copies shall have the same force and effect as an original.

[RECIPIENT]
TAX I.D. _____

**STATE OF OHIO, BUREAU OF
WORKERS' COMPENSATION**

Signature

John Logue
Administrator/CEO

Name

Title

Date

Date

[Recipient] WSIC Grant Agreement _____.20____

[WSIC Grant Agreement Template 10.25.2023]

ATTACHMENTS:

EXHIBIT A

**Proposal and all supplements, addenda, letters,
representations, and documentation**

EXHIBIT B

Budget

EXHIBIT C

Budget Justification