

**APPALACHIAN COMMUNITY INNOVATION CENTERS PROGRAM
SUBAWARD NOTICE AND TERMS AND CONDITIONS**

This document serves as notification and acknowledgement of the subaward terms and conditions required for funds awarded as part of the Appalachian Community Innovation Centers Program from the State of Ohio (Grantor) being administered by the Ohio Facilities Construction Commission in coordination with the Ohio Office of Budget and Management. _____ (Grantee), _____ (Unique Entity Identifier) is hereby awarded \$ _____ for the purposes of this program. Grantee agrees to abide by the terms and conditions of the funding as indicated in this agreement and any subsequent amendments. This agreement serves as official award notification and acceptance of payment on the award will execute the full award agreement and enact these signed terms and conditions.

This grant program is funded as a subaward from the State of Ohio's allocation of Coronavirus Capital Projects Fund (CPF) (Assistance Listing No. 21.029), as authorized pursuant to the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), and identified as federal award identification number CPFFN0152, provided by the U.S. Department of the Treasury (Treasury) to the State of Ohio.

In accepting a subaward of CPF funds from the State of Ohio, the Grantee, as a subrecipient of CPF funds from the State of Ohio, expressly acknowledges and agrees to comply with the provisions of such federal award applicable to subawards and subrecipients, including the requirements of section 604 of the Social Security Act, as added by Section 9901 of American Rescue Plan Act of 2021 (Pub. L. No. 117-2); the Treasury's Award Terms and Conditions, and Treasury Guidance; and all other state, federal, or local laws, rules, and regulations, as applicable, including each of the requirements outlined herein:

I. Subaward Terms and Conditions

A. Scope of Work, Eligibility, and Budget

Grantee agrees it is an eligible recipient and agrees to the scope of work and budget guidelines attached hereto as Exhibit A. Any deviation from the provisions detailed in the scope of work shall be prohibited unless prior approval is granted in writing by the Grantor.

B. Payment Terms

Capital Projects Fund payments are subject to the requirements of the Cash Management Improvement Act (P.L. 101-453) and Treasury's implementing regulations at 31 CFR part 205. Grantees may request drawdowns of CPF funds from the Ohio Facilities Construction Commission on a reimbursement basis to cover outlays already incurred, or as advances on anticipated outlays. Documentation to support a draw of funds request must be submitted and will be reviewed prior to approval of the draw of funds. Funds will be disbursed based on the supplier information on file within the State of Ohio's accounting system. Grantees will be required to follow any subsequent program guidance defining the reporting on the use of funds.

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C. Use of Funds

1. Grantee understands and agrees that the funds disbursed under this award may only be used in compliance with section 604 of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
2. Grantee will determine that it has institutional, managerial, and financial capability to ensure proper planning, management, and completion of any project using these grant funds prior to engaging in any such project.
3. Grantee may use award funds for Project Costs and Program Administrative Costs, subject to the requirements of the cost principles provided in 2 C.F.R. 200 subpart E and Grantor approval within the Project Budget.
4. Program Administrative Costs over the period of performance may not exceed the Project Budget as approved by the Ohio Facilities Construction Commission. Any revisions to the budget, to include changes to the Program Administrative Costs, must be approved. Program Administrative Costs within the budget include the combined total of direct and indirect costs. Consistent with 2 C.F.R. 200.414(f), if the Grantee does not have a current negotiated indirect cost rate, the grantee may elect to charge indirect costs to the award using the de minimis rate in effect as of the date of this agreement of modified total direct costs for program administration. Any negotiated cost rate agreements may be used as long as the amount coincides with the approved Project Budget.

D. Period of Performance

The period of performance for this award begins on the effective date of this agreement, and ends on December 31, 2026.

E. Availability of Funds

Capital Projects Fund payments are subject to the requirements of the Cash Management Improvement Act (P.L. 101-453) and Treasury's implementing regulations at 31 CFR part 205. Grantees may request drawdowns of CPF funds from the Ohio Facilities Construction Commission on a reimbursement basis to cover outlays already incurred, or as advances on anticipated outlays. Documentation to support a draw of funds request must be submitted and will be reviewed prior to approval of the draw of funds.

F. Earned Interest

Grantees are not required to deposit CPF funds in a separate bank account; however they must track and account for CPF funds appropriately. Grantees are also required to track

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interest earned on CPF funds and report to OFCC. Interest earned may be required to be returned or used for administrative expenses.

G. Program Income

Treasury requires that Recipients add program income to their CPF award pursuant to 2 CFR 200.307. Any program income generated from CPF funds must be used for the purposes and under the conditions of CPF. Program income includes but is not limited to, income from fees for services performed, or fees from the use or rental of real, or personal property acquired under federal awards. Interest earned on advances of federal funds is not program income. For more information on what constitutes “Program Income” please see 2 CFR 200.1. Grantees should calculate, document, and record their program income, as well as report any program income earned to OFCC. Grantees are encouraged to implement written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. Program income that is not appropriately documented or accounted for may result in the claw back or termination of funds.

H. Reporting

Grantee agrees to comply with any reporting obligations established by Treasury, as it relates to this award. Grantee also agrees to comply with any reporting requirements established by the Grantor, the Office of Budget and Management, or the State of Ohio, as it relates to this award.

I. Maintenance of and Access to Records

1. Grantee shall maintain records and financial documents sufficient to evidence compliance with CPF Statute (section 604 of the Social Security Act) and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds.
2. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee to conduct audits or other investigations.
3. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to Treasury by the Grantor, whichever is later.
4. Grantee agrees to maintain all records related to the award in accordance with the state’s records retention schedules and shall make such records available to

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the Grantor, State of Ohio, the Ohio Auditor of State, or other authorized auditors, agents, or representatives upon request.

J. Pre-Award Costs

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

K. Cost Sharing

Cost sharing or matching funds are not required to be provided by Grantee.

L. Conflicts of Interest

Grantee understands and agrees it must maintain in effect a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) covering each activity funded under this award. Grantor and Grantee must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

M. Compliance with Applicable Laws and Regulations

1. Grantee agrees to comply with the requirements of the CPF Statue (section 604 of the Social Security Act), regulations adopted by Treasury, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations, and Grantee shall provide for such compliance in any agreements it enters into with other parties relating to this award.
2. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

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- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

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- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

N. Hatch Act

Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

O. False Statements

Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

P. Publications

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number CPFFN0152 awarded to EXECUTIVE OFFICE OF STATE OF OHIO by the U.S. Department of the Treasury.”

Q. Debts Owed by the Federal Government

- 1. Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by the Treasury to have been misused shall constitute a debt to the federal government.

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2. Any debts determined to be owed the federal government must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in paragraph above. Treasury will take any actions available to it to collect such a debt.

R. Disclaimer

1. The United States expressly disclaims any and all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
2. The acceptance of this award by Grantee does not in any way establish an agency relationship between the United States and Grantee.

S. Protection for Whistleblowers

1. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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3. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

T. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

U. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

V. Title VI of the Civil Rights Act

The Grantee shall comply with the Assurance of Compliance with Title VI of the Civil Rights Act of 1964, as provided on pages six (6) and seven (7) of the Treasury's Award Terms and Conditions, incorporated by reference herein, including the following language:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

W. SAM.gov Requirements

Grantee certifies it has an active Unique Entity Identifier (formerly a DUNS number) and an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) pursuant to 2 CFR Part 25. In addition, Grantee certifies it has

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an active supplier record with the State of Ohio and federal tax identification number, as applicable.

X. Federal Funding Accountability and Transparency Act of 2006

Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

Y. Monitoring

Grantee acknowledges and agrees that the State of Ohio, through the Office of Budget and Management, will monitor, evaluate, and provide guidance and direction to the Grantee regarding compliance with the requirements of section 604 of ARPA; the Treasury's Award Terms and Conditions, and guidance; and all other state, federal, or local laws, rules, and regulations, as applicable, including each of the requirements outlined in these Terms and Conditions and corresponding Grantor guidance for the award.

Z. Federal Restrictions on Lobbying

In addition to the restriction on lobbying under 31 CFR Part 21, Grantee agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352. Grantee certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Grantee shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

AA. Procurement Requirements

Consistent with the Uniform Guidance compliance requirements, including the standards in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under these Terms and Conditions, Grantee shall adopt and enact procurement procedures. Subrecipient's documented procurement procedures must conform to the procurement standards identified in the Uniform Guidance at 2 CFR Part 200, Subpart D (Procurement Standards).

BB. Contract Provisions

All contracts made by Grantee under a federal award, as applicable must contain the contract provisions required under 2 C.F.R. Part 200, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Specifically,

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Grantee must ensure that all contract in excess of \$10,000 address termination for cause and for convenience, including the manner in which it will be effected and the basis for settlement.

CC. Prohibition on Certain Telecommunications and Video Surveillance Service or Equipment

Award funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 C.F.R. § 200.216, included covered telecommunication and view surveillance services or equipment provided or produced by entities owned or controlled by the People’s Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

DD. Domestic Preferences in Procurement

To the extent practicable and consistent with applicable law under the award, the Grantee will provide a preference for the procurement or use of goods, products, or material produced in the United States as described in 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America’s Workers (January 25, 2021).

EE. Federal Interest and Insurance

Grantee agrees that any equipment, supplies, or real property purchased or, in the case of real property, improved, using award funds will be used for the purpose and in the manner described in the approved Grantor Grant Plan or Program Plan, subject to the Guidance, the requirements of 2 C.F.R. § 200.310, Insurance, 2 C.F.R. § 200.311, Real Property, 2 C.F.R. § 200.313, Equipment, 2 C.F.R. § 200.314, Supplies, 2 C.F.R. § 200.315, Intangible Property, as applicable, and any other restriction Treasury may impose as a condition to approving the Grantor’s application.

FF. Property Management

Grantee agrees that any purchase of real or personal property with CPF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D (Property Standards).

GG. Use of Buildings

Grantee agrees that any buildings constructed or improved using award funds to jointly and directly enable work, education, and health monitoring will be used for all three of these purposes for a period of at least five years after completion of the construction or or improvement to such a building.

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HH. Licenses, Certifications, Permits, Accreditation

Grantee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Grantor proof of any licensure, certification, permit, or accreditation upon request.

II. Debarment and Suspension

Grantee shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. Grantee represents that neither it nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. Grantee further agrees that it will notify Grantor immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

JJ. Adequate Controls; Reporting Requirements

Consistent with 2 CFR 200.303, Grantee agrees to maintain internal controls and proper documentation to support funds are appropriately expended in compliance with the CPF Statue, the Treasury's rules and regulations, Grantor guidance, and the Uniform Guidance.

Grantee also agrees to provide Grantor with all necessary information to meet the Grantor's reporting requirements to the U.S. Department of the Treasury. Grantor may request, and Grantee shall comply with, additional information as needed to meet Treasury reporting requirements.

KK. Remedial Actions

In the event of Grantee's noncompliance with this agreement, the approved project budget and scope, CPF statue, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may take available remedies as set forth in 2 C.F.R. § 200.339.

LL. Recoupment of Funds

Grantee acknowledges and agrees that Grantee's award and use of CPF funds is subject to recoupment by Treasury and/or the Grantor for Grantee's failure to use funds in strict compliance with ARPA, these Terms and Conditions, Grantor guidance, and the Treasury's rules, regulations, and guidance regarding CPF funds.

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Grantee must return to Grantor any award funds not expended and not obligated by December 31, 2026 as part of the closeout process set forth in 2 C.F.R. 200.344(d). Returns can be made via check payable to the Treasurer of the State of Ohio and mailed to:

Ohio Office of Budget and Management
ATTN: Fiscal Section, Capital Projects Fund – Community Center Grant
30 E. Broad St., 34th Floor
Columbus, OH 43215

MM. Additional Requirements; Single Audit Act

In addition to the other requirements listed in these Terms and Conditions, Grantee acknowledges the federal regulations that govern this subaward include 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Subparts: A, Acronyms and Definitions; B, General provisions; C, Pre-Federal Award Requirements and Contents of Federal Awards; D, Post Federal Award Requirements; E - Cost Principles; and F, Audit Requirements.

To the extent Grantee expends \$750,000 or more in federal awards during the Grantee's fiscal year, the Grantee shall be subject to an audit, either single or program specific depending on the applicability, under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.

NN. Compliance with Laws

Grantee shall comply with all other applicable federal, state, and local laws, rules, and regulations in receiving a subaward of CPF funds.

OO. Assignment

Grantee shall not assign any portion of the CPF funds provided for under these Terms and Conditions without the prior written approval of the Grantor.

II. Term of Agreement

These Terms and Conditions shall take effect and be binding upon the Grantor and Grantee upon the conclusion of (1) the signature date of the Grantee's authorized representative below; (2) Grantee's receipt of the notification of award from Grantor; and (3) payment to the Grantee. Notwithstanding other provisions in these Terms and Conditions and unless terminated earlier in accordance with Article III – Termination, these Terms and Conditions will remain in effect until the Grantor determines that the Grantee has completed all

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applicable administrative actions, reporting requirements, and audit obligations in accordance with the award's requirements under ARPA and its related guidance.

III. Termination

A. Termination for Cause

The Grantor may terminate for cause upon ten (10) days' notice to Grantee if the Grantee fails to comply with these Terms and Conditions and the terms and conditions of such federal award applicable to subawards and subrecipients, including the requirements of section 604 of Social Security Act; the Treasury's Award Terms and Conditions, guidance, and associated regulations; and all other state, federal, or local laws, rules, and regulations.

B. Termination for Convenience

The Agreement may be terminated for convenience, in whole or in part, as follows:

1. By the Grantor with consent of the Grantee. The Grantor and Grantee shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or
2. By the Grantee upon submitting written notification to the Grantor. The written notification must set forth the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated. However, in the case of a proposed partial termination, the Grantor may terminate the Agreement and recoup all granted CPF funds in their entirety if the Grantor determines the remaining portion will not accomplish the purpose for which the award was made.

C. Termination for Withdrawal, Reduction, or Limitation of Funding

In the event funding is not received from the Federal Government or the State of Ohio or is withdrawn, reduced, modified, or limited in any way after the effective date of these Terms and Conditions and prior to its normal completion, the Grantor may summarily terminate these Terms and Conditions as to funds not received, reduced, modified, or limited, notwithstanding any other termination provision in these Terms and Conditions. If the level of funding is reduced to such an extent that the Grantor deems that the continuation of the award is no longer in the best interest of the public, the Grantor may summarily terminate these Terms and Conditions in whole notwithstanding any other termination provisions in these Terms and Conditions. Termination under this section shall be effective upon receipt of written notice by the Grantee.

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IV. Miscellaneous State Provisions

A. Certification of Funds

Grantee acknowledges and agrees that its award is subject to the provisions of Section 126.07 of the Revised Code, authorized appropriation for the award by the General Assembly, and any necessary authorizations, extensions, or reauthorizations of CPF funding.

B. Ethics Compliance

Grantee represents, warrants, and certifies that it and its officers, employees, agents, or representatives engaged in the performance of these Terms and Conditions are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Grantee further represents, warrants, and certifies that neither Grantee nor any of its officers, employees, agents, or representatives will do any act that is inconsistent with such laws.

C. Debarment; Boycotting

Grantee represents and warrants that it is not debarred from consideration for awards by any government agency.

Grantee also represents and warrants, pursuant to Ohio Rev. Code Section 9.76, that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of these Terms and Conditions.

D. Offshore Services

Grantee affirms to have read and understands Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in the performance of these Terms and Conditions.

E. Nondiscrimination of Employment

Pursuant to Ohio Rev. Code Section 125.111, Grantee agrees that itself, any subcontractor, or any person acting on behalf of the Grantee or a subcontractor shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform work under these Terms and Conditions. Grantee further agrees that itself, any subcontractor, or any person acting on behalf of Grantee or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

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F. Affirmative Action Program

Grantee represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to Ohio Rev. Code Section 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity and Affirmative Action Unit of the Department of Administrative Services.

G. Political Contributions

Grantee affirms and certifies compliance with Ohio Rev. Code Section 3517.13 limiting political contributions.

H. Findings for Recovery

Grantee warrants that no officer, employee, or agent is subject to an unresolved finding for recovery under Ohio Rev. Code Section 9.24.

I. Indemnification

To the extent permitted under state or federal law, Grantee shall defend, indemnify, and hold harmless Grantor and the State of Ohio and its officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this award and/or the acts, omissions or conduct of Grantee, and its agents, employees, contractors, sub-contractors, and representatives, and/or Grantee's failure to comply with federal, state, and local laws, rules, or regulations in relation to this award. Grantee shall bear all costs associated with defending Grantor and the State of Ohio against any such claims.

J. Entire Agreement

These Terms and Conditions, along with the Exhibit referenced and incorporated herein and subsequent award notification to the Authorized Representative and Grant Contact, represent the entire and integrated agreement between the parties. These Terms and Conditions supersede all prior and contemporaneous communications, representations, understandings, agreements, or contracts, whether oral or written, relating to the subject matter of the ARPA award.

K. Amendment

These Terms and Conditions may be modified or amended at any time during its term by mutual consent of both the Grantor and Grantee, expressed in writing, and officially signed by both parties.

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L. Exhibits

All exhibits and attachments referenced herein are hereby incorporated into these Terms and Conditions.

M. Severability

If any provision of these Terms and Conditions is declared invalid, its other provisions shall not be affected thereby.

N. Governing Law and Venue

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation, or other legal matter regarding these Terms and Conditions or performance by either party must be brought in a court of competent jurisdiction in Franklin County, Ohio.

O. Notice

Notices required by these Terms and Conditions shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (email). Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under these Terms and Conditions shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication concerning these Terms and Conditions shall be directed to the Grantor contact listed on the Funding Opportunity. The Authorized Representative listed on the application will serve as the Grantee contact.

IN WITNESS WHEREOF, these Terms and Conditions are signed by the Grantee's Authorized Representative.

(Do not complete at this time)

(Do not complete at this time)

Name of Grantee (ARPA subrecipient)

Date

(Do not complete at this time)

(Do not complete at this time)

Print Name, Title
Authorized Representative for Grantee

Signature
Authorized Representative for Grantee