

SBDC GRANT AGREEMENT

Grantee:		Grant Control No.:	OSBG-16-
Address:			
City:		State:	OH Zip:
Project Local Jurisdiction:		Effective Date:	10/1/2015
Project County:		Project Completion Date:	9/30/2016
DUNS Number:		Federal Grant Funds:	
		State Grant Funds:	
Grantee Notice			
Grantee Contact:		Title:	
Address:		State:	Zip Code:
Phone Number:		Email Address:	
Program Information			
Federal Award ID #:	OSBDC-2016-01	Federal Award Date:	10/1/2015
Total Federal Award:	\$3,971,509	CFDA:	59-037 – Small Business Development Centers

This Grant Agreement (the “**Agreement**”) is made and entered into by and between the **State of Ohio, Development Services Agency (“Grantor”)** and **Grantee** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance to undertake **and operate a Small Business Development Center (“SBDC”) Program created by the Small Business Development Center Act of 1980, 15 U.S.C. Section 631** in accordance with the Small Business Administration (the “**SBA**”) Cooperative Agreement between the Grantor and SBA and the fiscal year FY2016 SBDC Proposal submitted by the Grantee to Grantor (the “**Proposal**”) for participation in the SBDC Program. Grantee shall undertake the activities and programs set forth in Exhibit I, Scope of Work (the “**Project**”). This Agreement incorporates by reference the “**Scope of Work,**” which is attached as Exhibit I and any subsequent “Supplement to Grant Agreement” (collectively, the “**Supplement**”) in the format attached as Exhibit II.

1. Project Funding.

(a) Grant. Grantor hereby grants to Grantee funds in the aggregate amounts listed as State Grant Funds and Federal Grant Funds above (collectively, the “**Grant Funds**”) to be used for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project substantially as described in Exhibit I. Grantee may not use the Grant Funds for any purpose other than completion of the Project. Federal Grant Funds shall be allocated to the from the Special Revenue Fund Group, Small Business Administration Account and the State Grant Funds from the General Revenue Fund Group, account class 5500. Grant Funds allocated from the General Revenue Funds may be counted with local funds to match the Federal Special Revenue Fund Group funds. Grant Funds may be increased during the Project, in accordance with the terms of this Agreement, to reflect subsequent approved funding detailed in the Supplement to this Agreement.

(b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides Matching Funds, as defined in Section 4 of this Agreement, from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that the Grantee has a binding commitment for such additional funds and with the exercise of reasonable

diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. Except as noted in Section 2 of this Agreement, no Grant Funds will be disbursed to reimburse Project costs unless and until Grantee obtains the additional funds necessary to pay the balance of the Project costs.

(c) **Budget Reductions.** Grantee acknowledges that Grantor is subject to budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds. Such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee, provided there is a corresponding reduction in commitments outline in this Agreement.

(d) **Subsequent Increase.** In cases where there is a reduction of Grant Funds and Grantor provides written notice in accordance with subsection (c) above, but subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing. Any such increase shall require mutual agreement of the parties which shall be reflected in an amendment signed in accordance with Section 26(e) of this Agreement.

2. **Payment of Grant Funds.** The balance of the Grant Funds shall be payable to Grantee on a reimbursement basis upon the Grantor's receipt and approval of proper invoices. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing expenditures which have then been incurred by Grantee in accordance with the Project budget included in Exhibit I. All expenses to be reimbursed with Grant Funds and any and all interest income earned on the investment of the Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee. Grantor shall be the sole judge of the adequacy of such invoices. However, Grantor shall not unreasonably withhold approval of such invoices and shall provide Grantee with reasonable notice and opportunity to cure any defects in the invoices. The parties agree that the Scope of Work and the Proposal shall be the guidelines for authorized reimbursement under this Agreement.

3. **Grant Funds Not Expended.** If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within thirty (30) days after demand by Grantor. In the event that the Project does not become operational by the Project Completion Date (as such date may be extended as provided in Section 13(a)) and/or is affirmatively abandoned by Grantee, all Grant Funds paid by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within thirty (30) days after the Project Completion Date or abandonment has occurred.

4. **Matching Funds Requirement.** Grantee shall contribute both cash and in-kind program support necessary to meet the matching funds requirement outlined in Grantee's approved budget (the "Matching Funds"). Grantee shall also provide Grantor a signed certification of all Grantee and other cash match so pledged. The approved budget is attached hereto as part of Exhibit I. The budget and the Grantee's Matching Funds requirement may hereafter only be modified by the approval of Grantor. No monies acquired as Program Income, as defined by SBA Program Rules, may be pledged or used as Matching Funds.

5. **Accounting of Program Expenditures.** The Project expenditures, Grant Funds and any and all interest income earned therefrom shall be posted and maintained in a separate segment, division, unit, or cost center account upon the books and records of the Grantee (the "**Account**"). The accounting systems used by the Grantee shall be maintained in accordance with generally accepted accounting principles; Office of Management and Budget (OMB) 2 CFR 200 part 200; and other applicable local, state and federal statutes, regulations, directives, and guidelines. The Grantee shall utilize generally accepted accounting procedures to assure proper fiscal and management practices to deposit and account for the Grant Funds. The Grantee shall maintain separate accounting records for each of its Grant Funds, Grantee or local cash match, program income, in-kind or indirect dollars, and any other fiscal matters relating to the Grantee. All disbursements from the Account shall be for obligations and expenses incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Failure to comply with this requirement may allow the Grantor to withhold payment allocation requests until such compliance is demonstrated.

6. **Budget Alterations.** Grantee may submit a request for a budget revision at any time during the term of this Agreement. All requests for budget revisions must be submitted through the Grantor's Financial Reporting System known as the Invoice Packet.

7. **Conditions.** Grantee shall undertake the activities contemplated under this Agreement in accordance with the SBA Program Rules, the Cooperative Agreement, the Proposal and Exhibit I. The parties agree that the SBA Program Rules, the Cooperative Agreement, the Proposal and Exhibit I are deemed to be the guidelines for the authorized basis of payment under this Agreement. In the event of an inconsistency between this Agreement and the SBA Rules, the Cooperative Agreement and the Proposal, the terms of this Agreement shall govern.

8. **Statement of Work.** Grantee shall act as a liaison between all public and private local, state and federal small business assistance resources by performing the activities in accordance with the annual SBA "**SBDC Program Announcement**" which is not attached hereto but is incorporated herein by reference and in accordance with the Ohio RFP. In addition, the Grantee shall:

(i) Identify all resources available to assist small businesses, provide the information to the small businesses, assist the small businesses in contacting the resources and cooperate with all identified resources providing assistance to small businesses.

(ii) Provide community awareness of the SBDC Program through an aggressive outreach and marketing effort, which is adequate to generate a caseload consistent with that outlined in the Operations Guide.

(iii) Cooperate with other state-supported outreach assistance programs in the establishment of a comprehensive small business assistance delivery system including, but not limited to the Ohio Women's Business Resource Network, the Ohio Procurement Technical Assistance Center Program, the Minority Business Assistance Center Program, the Small Business Management Program sponsored by the Ohio Department of Education, the Ohio Edison and Technology Centers, the Small Business Innovation Research Program and related technology resources, with special efforts made to establish a working relationship with the SCORE and other programs initiated or operated by the SBA.

9. **Additional Grantee Responsibilities.** [Reserved, but not applicable to this Agreement.]

10. SBDC Activity Tracking Systems. Grantee shall utilize and comply with the operating and reporting procedures of the “Center IC,” the SBDC activity tracking system.

11. Signage and Publication Requirements. Grantee shall utilize prominent graphics, signage and publicly listed telephone numbers for SBDC services as prescribed by the Ohio SBDC Marketing Standards and the SBA Program Announcement.

12. Responsibilities of the Grantor. In order to assist in the completion of the work contemplated under this Agreement, the Grantor shall be responsible for the following items:

- (i) Assure compliance with the terms and conditions of this Agreement.
- (ii) Maintain a working relationship with the Grantee.
- (iii) Assist the SBDC Director of the Grantee in the identification of resources and referrals for clients.
- (iv) Process in an expeditious manner all appropriate paperwork, invoices and record keeping for the Grantee.
- (v) Provide the Grantee with programmatic and financial data collected for and about the Grantee and the other grantees in the State of Ohio.
- (vi) Evaluate the services provided by the Grantee, and collect follow-up information as may be required by the SBA.

13. Agreement Deadlines and Term.

(a) Project Completion. Grantee shall complete the Project not later than the Project Completion Date set forth on the first page of this Agreement.

(b) Term of Agreement. This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the Project Completion Date, unless it is terminated earlier as provided in Section 22 (collectively, the “Term”). Grantee acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds.

14. Reporting.

(a) Quarterly Reporting Requirements. Grantee shall provide quarterly financial reports, including invoices, to the Grantor for all of the activities of the Grantee. The quarterly reports shall be submitted according to the following schedule, whether or not reimbursement is requested for such quarter, and shall detail the activity of the Grantee and the expenditure of the Grant Funds received by the Grantee, and any additional information as requested by the Grantor. Quarterly reports shall be submitted in the format as described in the Guide. Failure to meet reporting deadlines may result in reduction or termination of future funding. If Grantee fails to submit any report required under this Section for more than thirty (30) days, Grantor may recover, and Grantee shall pay, an amount equal to \$500 for each month or part of a month the report is past due.

Financial Reporting Schedule

<u>Quarter</u>	<u>Period</u>	<u>Due Date</u>
FY16 1 st	10/1/15 to 12/31/15	1/31/16
2 nd	1/1/16 to 3/31/16	4/30/16
3 rd	4/1/16 to 6/30/16	7/31/16
4 th	7/1/16 to 9/30/16	10/31/16

A final financial report is due on or before October 31, 2016 and shall be treated as the final invoice and reconciliation of the grant.

(b) **Signature and Costs.** The SBDC Service Center Director along with the chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by his or her signature of each report required by this Section 14 that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

15. Evaluation and Assessment. Grantor will utilize tools to evaluate all clients receiving advising services. Participation in any program impact reviews and assessments will be directed by the Grantor. Grantee shall maintain records of client activities through the Client Management Database System (the “**Center IC**”) for compilation and submission to SBA. The Center IC is designed and maintained by the Grantor. Grantee shall work with Grantor to institute such systems as it determines are reasonably necessary to identify small business needs in its service delivery area, to institute programs accordingly and to evaluate program effectiveness.

16. Federal Audit Requirements. Grantee shall be responsible for complying with all necessary requirements of the Federal Single Audit Act, as set forth in 2 CFR 200, Subpart F. The Grantee's single audit reports are to be submitted to Grantor's Audit Office before September 1st. The Operations Guide sets forth the OMB Circulars regarding administrative regulations and cost principles which are applicable to this Agreement. In accordance with such applicable OMB Circulars, costs of audits must be reasonable and be allocated in an appropriate manner relative to grant size or audit effort.

17. On-Site Review by Grantor. Grantor shall schedule, at a minimum, one (1) On-Site Review and any follow-up reviews as Grantor reasonably deems necessary. The purpose of the On-Site Review is to assess the Grantees compliance with state and federal guidelines and to identify areas of improvement as set forth in the Operations Guide.

18. Equipment and Inventory. Grantee shall maintain a list of its equipment furnishings and inventory which have a value in excess of five hundred dollars (\$500) as well as all electronic devices and computer hardware and software of any value, as more specifically described in the SBA Program Announcement and the Operations Guide.

19. Non-Discrimination.

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

(b) **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for

employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

20. Records Maintenance and Access.

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

(b) Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Grantee shall make available to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee, including, but not limited to, records evidencing employment at the Project site. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 20(b) from Grantee's other records of operation.

Grantee acknowledges and warrants that by accepting the Grant Funds its understands that rights of inspection (i) extend to agents of the Grantor's federal agency, including but not limited to the Inspector General's Office and/or the Government Accounting Office; (ii) include the rights to examine the Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of the Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, and etc.) that such accounts and records contain original or substantial source documentation of the federal funds granted herein; and (iii) contain the Grantee's covenant to make all fiscal records related to the performance of activities hereunder available for inspection at any time and as often as the Grantor may deem necessary and in a manner as not to interfere with the normal business operation of the Grantee, to authorized audit personnel of the Grantor and its federal agencies.

Grantee shall further permit the Grantor to perform monitoring, evaluation and audit activities as determined to be reasonably necessary at the sole discretion of the Grantor. All required records as set forth in Exhibit I shall be maintained by the Grantee for a period of at least three (3) years after the last Federal SBA Audit, if the Grantee is required to file a Single Audit. If the Grantee is not required to file a Single Audit, the records shall be kept for four (4) years after the conclusion of the term of this Agreement. Regardless, in cases where unresolved audit questions arise, the Grantee shall be required to retain the appropriate records for the time needed for resolution of the unresolved audit questions. If the Grantor shall require a review of the records related to the program, the Grantee shall at its own cost and expense segregate all such records related to the program from its other records of operation. All costs of review by the Grantor, other than the costs of segregating such records, shall be borne solely by the Grantor.

21. Adherence to State and Federal Laws and Regulations.

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

(b) **Ethics.** In accordance with Executive Order 2011-03K, Grantee, by its signature on this document, certifies: (1) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

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

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

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

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

22. Default and Remedies.

(a) **Default.** Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than thirty (30) days after written

notice (a “**Default Notice**”) from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Mutual Agreement. Grantor and Grantee may agree in writing to terminate this Agreement. Either party may request such termination for any reason upon sixty (60) days written notice to the other party. This Agreement shall remain in effect unless and until the Grantor and Grantee enter into a written termination agreement (the “**Termination Agreement**”) which shall specify a revised expiration date. Grantor may require as a condition for any mutual termination the recapture of all or any portion of the Grant Funds disbursed to the Grantee. In the event this Agreement is terminated by mutual agreement, Grantee shall perform all obligations of the Grantee as set forth in the Termination Agreement.

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

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

(ii) Demand Repayment of Grant Funds or Liquidated Damages. Under the circumstances described in Section 3 of this Agreement, demand repayment of Grant Funds improperly expended and under the circumstances described in Section 14 of this Agreement, demand liquidated damages as provided in Section 14(a). Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.

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

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

(d) Effects of Termination. Within sixty (60) days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the number of full-time jobs created and/or retained by Grantee from the Effective Date through the termination, the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. The final report shall be signed and certified in the same manner as the reports required by Section 14 of this Agreement. This reporting obligation shall survive the termination of the Agreement.

(e) Grantor’s Expenses. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys’ fees, in connection with the enforcement of this Agreement.

23. Liability. Unless Grantee is an Ohio political sub-division or State University and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees,

agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

24. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

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

If to Grantor:

Ohio Development Services Agency
77 South High Street, 28th Floor
Columbus, Ohio 43216-1001
ATTN: Office of Business Assistance
FAX No.: (614) 466-0829

If to Grantee:

To the Grantee Contact and address as set forth on page one of this Agreement.

With a copy to Chief Legal Counsel, ODSA

26. Miscellaneous.

(a) **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

(c) **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) **Amendments.** This Agreement may not be amended or modified except upon such terms as both

parties may agree in a writing executed by authorized representatives of each party.

(f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

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

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

(i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) Travel Expenses. If “travel expenses,” as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed for those permissible travel expenses in amounts not to exceed the maximum rates as set forth in Ohio Administrative Code Section 126-1-02, as updated from time to time (the “Expense Rule) and Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

[Signature Page Follows]

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

Grantee:

Grantor:

**State of Ohio,
Development Services Agency**

David Goodman, Director

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT I TO GRANT AGREEMENT

Scope of Work and Project Budget

GENERAL CONDITIONS

Grantees must adhere to all SBA and Ohio Development Services Agency rules contained in the Ohio SBDC Request for Proposal, the SBA Program Announcement, Operations Guide, and/or rules subsequently communicated to regions/centers.

Grantees are advised to pay particular attention to requirements relating to reporting and invoicing documentation and due dates, Center IC entry, program accounting rules, hours of operations, and staff work schedules.

Grantee Quarterly Invoices must include complete documentation of all SBDC expenditures and sufficient match for that invoice.

Center staff must be reasonably available by telephone and/or Internet during the business day. Centers are required to maintain at least one SBDC telephone number that is answered on behalf of the SBDC.

All centers must adhere to the signage and graphics requirements.

All SBDC directors are considered in full control of the program budget including all grant and host match funds pledged to the budget, as well as all revenues arising from SBDC approved events or programs.

Each center is directed to adhere to its training plan, list of proposed publications and project plan as stated in the region's/center's 2016 proposal. You will be required to develop/update Region and Center strategic plans.

You will be held accountable for specific goals as reported on your 2016 funding letter. Current goal areas are:

Scope of Work and Project Budget

EXHIBIT II: Supplement No. ____

SUPPLEMENT TO GRANT AGREEMENT AND REVISED PROJECT BUDGET

This is the Supplement to the Grant Agreement (the “Agreement”) detailing the change in funding and corresponding grant amounts, as reflected in the attached Revised Project Budget, between the Grantor and the Grantee. The terms of the Agreement are hereby incorporated herein by reference.

This Supplement will be deemed to be amended by adding all information from all executed Supplements delivered under the Agreement as such Supplements pursuant to the terms of the Agreement. The attached Revised Project Budget replaces the previous Project Budget and incorporated the change in funding detailed below.

Grant Control Number: _____

Additional Federal Funds (Special Revenue Fund Group, Small Business Administration): _____

Additional State Funds (General Revenue Fund Group, account class 5500): _____

Revised Total Grant Amount: \$ _____

Is this Supplement amending previous supplements? **Yes** **No**

Grantee:

Grantor:
State of Ohio,
Development Services Agency

David Goodman
Director

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____