



New Hampshire Liquor Commission

50 Storrs Street, P.O. Box 503
Concord, N.H. 03302-0503
(603) 230-7026

33 *SM*
Joseph W. Mollica
Chairman

Michael R. Milligan
Deputy Commissioner

April 4, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the State of New Hampshire Liquor Commission to enter into an amendment with the University of New Hampshire, 51 College Rd. Rm. 116, Durham, NH 03824, for the sole purpose of extending the current end date. This amendment is a time only extension, extending the contract expiration date from May 31, 2014 to May 31, 2015, effective upon Governor and Council approval.

The original contract with this vendor was approved by Governor and Council action on September 22, 2010 (Item #92) for the period from Governor and Council approval through May 31, 2014. This contract is to provide a research study of the damaging effects of underage drinking on incoming college freshman.

EXPLANATION

This contract will allow the completion of a four year survey conducted by the University of New Hampshire on incoming freshman and the negative effects of underage drinking through their four years at the University. The University is the only school conducting a study of this nature and the information obtained through this study will assist the NH Liquor Commission in policy implementation regarding youth drinking habits and the underage consumption of alcohol. The initial study was delayed because the school year began before the disbursement of funds was approved.

This study will assess, through the use of an online survey, the causation of underage drinking among college freshman with a particular focus on individual and contextual characteristics and its association with health-risk-taking behaviors and multiple adjustment problems (e.g. risky sexual behavior, substance use, dating violence, delinquency, and violence). This study will also address the influence and responsibility the alcohol and food service industries should have and how they are perceived by underage individuals.

The study will generate new knowledge laying the ground for future and joint research with other scholars and professionals working with youth at risk for alcohol abuse, as well provide a data base for social groups such as MAAD or SADD, to continue the work of understanding and controlling underage drinking. This will be funded through an Underage Drinking Grant awarded each fiscal year and pending the funding is available through this grant. If the funding is not available through this grant, the survey will be terminated.

Respectfully Submitted
New Hampshire State Liquor Commission

Michael R. Milligan

for: Joseph W. Mollica, Chairman

**AMENDMENT #01 to
COOPERATIVE PROJECT AGREEMENT**

between the
STATE OF NEW HAMPSHIRE, Liquor Commission
and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on **9/22/10**, item # **92**, for the Project titled "**College Students Underage Drinking**," Campus Project Director, _____, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other:

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of **05/31/14** with the revised Project End Date of **05/31/15**, and Exhibit A, article B is revised to replace the Project Period of **Upon G&C Approval – 05/31/14** with **09/22/10 – 05/31/15**.
- Article C. is amended to add Exhibit A by including the proposal titled, " _____," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to reduce funds in the amount of \$ _____ and will read:

Total State funds in the amount of \$ _____ have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached

[Signature]
3-31-14

to this document as **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article _____ is amended in its entirety to read as follows:
Article _____ is amended in its entirety to read as follows:

- Article H. is amended such that:
 - State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 - State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.
- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

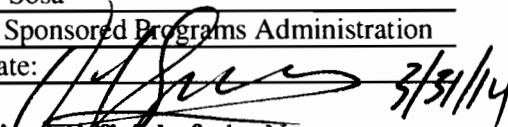
All other terms and conditions of the Cooperative Project Agreement remain unchanged.

This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes herein must be made by written amendment and executed for the parties by their authorized officials.



This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #1** to the Cooperative Project Agreement.


**By An Authorized Official of:
University of New Hampshire**

Name: Victor G. Sosa
 Title: Director, Sponsored Programs Administration
 Signature and Date:  3/31/14

By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: 
 Title: ASST
 Signature and Date:  4/8/14

By An Authorized Official of:

Name: 
 Title: _____
 Signature and Date: _____

By An Authorized Official of: the New Hampshire Governor & Executive Council

Name: _____
 Title: _____
 Signature and Date: _____

EXHIBIT A

- A. **Project Title:** College Students Underage Drinking
- B. **Project Period:** September 22, 2010 - May 31, 2015
- C. **Objectives:**
- D. **Scope of Work:**
- E. **Deliverables Schedule:**
- F. **Budget and Invoicing Instructions:**


3/31/14

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New Hampshire Liquor Commission

50 Storrs Street, P.O. Box 503
Concord, N.H. 03302-0503
(603) 271-3755

Mark M. Bodi
Chairman

Joseph W. Mollica
Commissioner

Earl M. Sweeney
Acting Commissioner

July 28, 2010

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the New Hampshire State Liquor Commission to enter into a sole source contract with the University of New Hampshire for the sole purpose of providing a research study of the damaging effects of underage drinking on incoming college freshman, effective from the date of Governor and Council approval through May 31, 2014. The total contract price limitation is \$5,700.00.

Funding is available in the account, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Funding is available in account; FY2012-2014 pending budget approval in the next biennium:
#02-77-77-770512-1727 LIQUOR COMMISSION, ENFORCEMENT, UNDERAGE DRINKING INITIATIVE

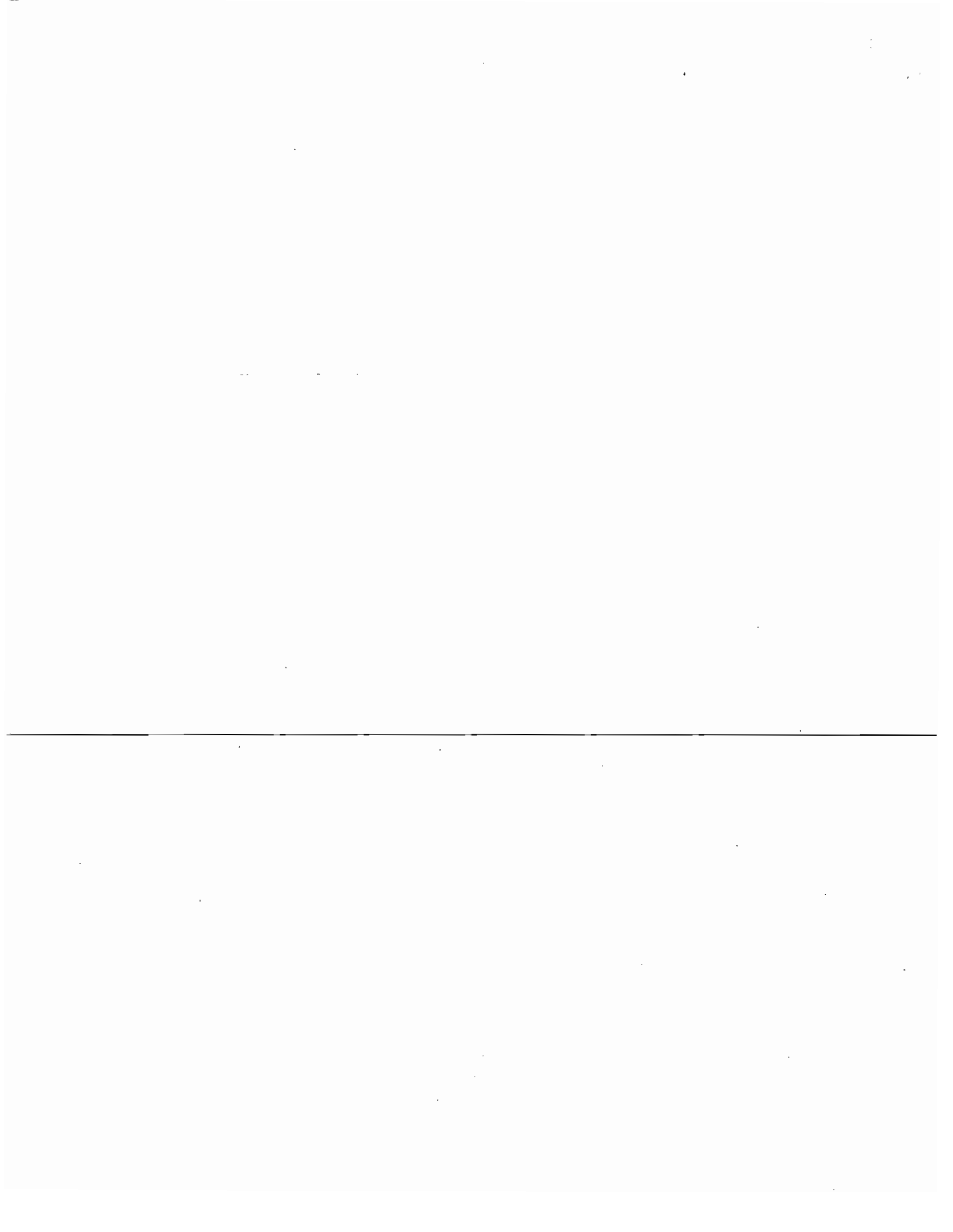
<u>Class #</u>	<u>Class Description</u>	<u>FY 2011</u>	<u>FY 2012</u>	<u>FY2013</u>	<u>FY2014</u>
020-500247	Advertising and Publications	\$1,500.00	\$1,200.00	\$1,400.00	\$1,600.00
Vendor # 177898					

Explanation

This sole source contract will fund a four year survey conducted by the University of New Hampshire on incoming freshman and the negative affects of underage drinking through their four years at the University. UNH is the only school conducting a study of this nature and the information obtained through this study will assist the NH Liquor Commission in policy implementation regarding youth drinking habits and the underage consumption of alcohol.

This study will assess, through the use of an online survey, the causation of underage drinking among college freshman with a particular focus on individual and contextual characteristics and its association with health-risk-taking behaviors and multiple adjustment problems (e.g. risky sexual behavior, substance use, dating violence, delinquency, and violence). This study will also address the influence and responsibility the alcohol and food service industries should have and how they are perceived by underage individuals.

The study will generate new knowledge laying the ground for future and joint research with other scholars and professionals working with youth at risk for alcohol abuse, as well provide a data base for social groups such as MAAD or SADD, to continue the work of understanding and controlling underage drinking. This will be funded through an Underage Drinking Grant awarded each fiscal year and pending the funding is available though this grant. If the funding is not available though this grant, the survey will be terminated.



This contract has been approved by the Attorney General's Office as to substance and form. Your favorable action on this request would be appreciated.

Respectfully Submitted,
New Hampshire State Liquor Commission

Mark M. Bodi, Chairman



Joseph W. Mollica, Commissioner



Earl M. Sweeney, Acting Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **State Liquor Commission**

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **State Liquor Commission**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.

B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on 5/31/14. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.

C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **College Students Underage Drinking: A Longitudinal Study of Causation and Education**

D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Edward Edwards
Address: State of New Hampshire
Liquor Commission
50 Storrs St., PO Box 503
Concord, NH 03302
Phone: 271-3521

Campus Project Administrator

Name: Sharon Desjardins
Address: University of New Hampshire
Office of Sponsored Research
Service Building/51 College Road
Durham, NH 03824
Phone: 862-3717

E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Major Todd E. Feyrer
Address: State of New Hampshire
Division of Liquor Enforcement
10 Commerical St., PO Box 1795
Concord, NH 03302
Phone: 271-1723

Campus Project Director

Name: Dr. Nelson Barber, PhD
Address: University of New Hampshire
WSBE, Dept. of Hospitality Mgmt.
McConnell Hall
Durham, NH 03824
Phone: 862-3571

F. Total State funds in the amount of \$5,700 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share _____ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) 14 **Termination** of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

The Liquor Commission reserves the right to terminate this agreement at any given time for unsatisfactory response to any or all of the listed services or requirements with a 30 day written notice.

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.

State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **State Liquor Commission** have executed this Project Agreement.

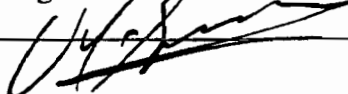
By An Authorized Official of:

University of New Hampshire

Name: Victor G. Sosa

Title: Manager of Sponsored Research

Signature and Date:

 7-8-10

By An Authorized Official of:

NH State Liquor Commission

Name: Joseph W. Mollica

Title: Commissioner

Signature and Date:



By An Authorized Official of:

NH State Liquor Commission

Name: Mark M. Bodi

Title: Chairman

Signature and Date:

By An Authorized Official of:

NH State Liquor Commission

Name: Earl M. Sweeney

Title: Acting Commissioner

Signature and Date:

By An Authorized Official of: the New

Hampshire Office of the Attorney General

Name: *Glenn Perlow*

Title: *Assistant Attorney General*

Signature and Date: *[Signature]* 7/27/10

By An Authorized Official of: the New

Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

EXHIBIT A

- A. **Project Title:** College Students Underage Drinking: A Longitudinal Study of Causation and Education
- B. **Project Period:** Upon Governor and Council Approval through May 31, 2014
- C. **Objectives:** This agreement will fund a four year survey conducted by the University of New Hampshire on incoming freshman and the negative affects of underage drinking through their four years at the University.

This study will assess, through the use of an online survey, the causation of underage drinking among college freshman with a particular focus on individual and contextual characteristics and its association with health-risk-taking behaviors and multiple adjustment problems (e.g., risky sexual behaviors, substance use, dating violence, delinquency, and violence). This study will also address the influence and responsibility the alcohol and food service industries should have and how they are perceived by underage individuals.

The study will generate new knowledge laying the ground for future and joint research with other scholars and professionals working with youth at risk for alcohol abuse, as well provide a data base for social groups such as MAAD or SADD, to continue the work of understanding and controlling underage drinking. AS DATA IS ANALYZED IT WILL BE POSTED ON A WEBSITE FOR USE BY PARTICIPATING ORGANIZATIONS.

It is an expected goal of this research to expand beyond the state of New Hampshire by allowing access to the data obtained in this study for use by other state and national organizations, placing New Hampshire as a leader in understanding and educating teenagers and young adults regarding underage drinking.

D., E Scope of Work and Deliverables:

1. SCOPE OF SERVICES:

1. Campus Project Director shall meet with the Enforcement Representative to coordinate and receive approval before any promotional advertising is performed.

2. The Campus shall secure and pay for all permits, inspections and licenses necessary for the execution of his work.

3. The Campus Project Director shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The Campus Project Director shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon. All the work, labor, and equipment to be done and furnished under this agreement, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein and any directions of the State representatives as given from time to time during the progress of the work, under the terms of this agreement.

2. PROBLEM RESOLUTION:

2.1. The Campus Project Director must have a single contact person, available during normal working hours, for the resolution of problems. The contact person must be someone with authority to get more difficult problems resolved.

2.2. The Liquor Commission designates the Director of Enforcement, Eddie Edwards, as State Project Administrator who will work with the Vendor to resolve problems that cannot be resolved by the end-users.

2.3. If at any time during this agreement, there is a failure to perform service, deliver goods or perform any other term and condition of this agreement, the Campus Project Director will give written notice to the State Project Administrator.

F. **Budget and Invoicing Instructions:** Campus will submit its first invoice on regular Campus invoice forms for \$1,500 at the time of Governor and Council Approval. Subsequent invoices on regular Campus invoice forms on July 1, 2012 for \$1,200 and on July 1, 2013 for \$1,400 and July 1, 2014 in the amount of \$1,600 and not to exceed the amount of \$5,700. Please include one original and one copy of each invoice when submitting the invoice. State will pay Campus within 30 days of receipt of each invoice.

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or

Master Agreement



DONALD S. HILL
Commissioner
(603) 271-3201

State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
State House Annex • Room 130
25 Capitol Street
Concord, New Hampshire 03301

September 27, 2002

Approved
3-2
11/13/02

Her Excellency, Governor Jeanne Shaheen
and the Honorable Executive Council

State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the State and the University System to utilize a modified, streamlined contract and grant award process and approve the attached Master Agreement and Cooperative Project Agreement form for use in such contracts and grants. This process will be effective with the date of Governor and Council approval.

EXPLANATION

On April 12, 2000, University of New Hampshire President Joan Litzel, Vice President for Research and Public Service Donald Sundberg, and Executive Director of Sponsored Research Kathryn Cataneo met with the Governor and Executive Council to discuss the mutual benefits of State-University partnerships and mechanisms to support those partnerships. One such mechanism involves streamlining the grant and contract award process between these two State entities. The Governor and Council gave their support to this concept, asking that the Department of Administrative Services work with the Attorney General's Office and the University. Representatives of these entities met and agreed to the attached proposed Master Agreement and model Cooperative Project Agreement format presented here for approval and use in place of the various mechanisms currently used.

Adoption of this Master Agreement and use of this contracting process is expected to result in greater efficiencies for all parties. There will be a unique, easily identifiable, short format for all projects with USNH campuses. This consistency should benefit all, including the Governor and Executive Council in their review of proposed USNH-state agency projects. Time spent on individual agreements will be reduced significantly. Supporting documents currently required for each contract, such as the Certificate of Existence and proof of 501(c)(3) status, will be kept on file, saving paper, time and expense for all.

Respectfully submitted,

Donald S. Hill, Commissioner
Department of Administrative Services

DSH/cw

Attachments

MASTER AGREEMENT
for
COOPERATIVE PROJECTS
between the STATE OF NEW HAMPSHIRE and the
UNIVERSITY SYSTEM OF NEW HAMPSHIRE

WHEREAS, the State of New Hampshire provides a broad range of services aimed at improving the lives of New Hampshire's people, and

WHEREAS, the University System of New Hampshire, acting through its respective campuses, provides teaching, research, and public service for the people of New Hampshire, and

WHEREAS, both parties agree that the public is best served when the resources and expertise of its public entities are shared to address topics of common interest,

THEREFORE, the State of New Hampshire, (hereinafter "State"), and the University System of New Hampshire, (hereinafter "University System"), this day of , 20 , enter into an agreement for the purpose of jointly planning and carrying out projects in a cooperative manner (hereinafter "Cooperative Project") under the terms and conditions specified below. These terms and conditions shall apply to projects funded at the University System by the State and shall remain in force and effect until amended or terminated.

1. COOPERATIVE PROJECT AGREEMENT

A Cooperative Project Agreement, (hereinafter "Project Agreement"), shall be executed for each Cooperative Project. Project Agreements will implement the contractual relationship between the State and the University System and will incorporate the governing terms and conditions of this MASTER AGREEMENT. Each Project Agreement shall include:

- A. Name of the department, agency or unit of the State, and the name of the University System campus participating in the project.
- B. The effective starting date and expiration date for the Project Agreement, as well as a project period during which costs incurred by the University System will be considered allowable under the Project Agreement.
- C. Description of project activities to be undertaken during the period of the agreement, to include (a) project title, (b) objectives, (c) scope of work, (d) schedule of reports or other deliverables, and (e) budget and invoicing instructions. If additional work, beyond that specified in the present agreement, is necessary to complete the total project, then a description of proposed future activities along with a timetable and estimated total cost should be included.
- D. Designation of Project Administrators.
- E. Designation of Project Directors.
- F. Funding and other project contributions to be provided by the State, by the University System, and by any third party during the period of the agreement. Also, for Federally-funded projects, the State will identify, by Contract number or Grant and CFDA numbers, the Federal award which provides the funding.

- C. When appropriate for a particular Project Agreement, specific and mutually agreeable modifications to the terms of this Master Agreement;
- H. When the State wishes to exercise its reversionary interest in equipment purchased under a Project Agreement, instructions for the disposition of equipment at the end of the Project Agreement.
- I. The signature of an authorized campus official on behalf of the University System, the signature of an authorized official(s) on behalf of the State and, when required, approval by Governor and Executive Council before the Project Agreement becomes a valid, enforceable document.

2. PROJECT ADMINISTRATORS

The State and the University System shall each designate a Project Administrator for each Project Agreement. The Project Administrators shall be responsible for the business aspects of projects and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

3. PROJECT DIRECTORS

The State and the University System shall each designate a Project Director for each Project Agreement. The Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

Joint project proposals to third parties may identify individuals from either the State or the University System, or both, as "key personnel."

4. INDEPENDENT CAPACITY

The parties agree that employees of the State, in the performance of their duties and activities under a Project Agreement, shall continue to be in the legal status of State employees and not as employees of the University System; likewise, employees of the University System, in the performance of their duties and activities under a Project Agreement shall continue in the legal status of University System employees and not as employees of the State.

5. CHANGES

The scope of work, total cost, period of performance, specification of deliverables, or any other part of a Project Agreement may be amended at any time by written agreement of both parties, subject to required University System and State approvals and, when required, Governor and Executive Council approval.

6. NON-APPROPRIATION OF FUNDS

All obligations of the State under a Project Agreement are contingent upon the availability and continued appropriation of funds, and the State shall not be liable for payment in excess of available appropriated funds. In the event of a reduction or termination of the funds appropriated for a Project Agreement, the State shall have the right to withhold payment pending the reinstatement of the appropriated funds or to terminate a Project Agreement, in accordance with Article 14.

7. PROJECT COSTS

University System shall ensure that costs charged to Project Agreements are allowable, allocable, and reasonable in accordance with Federal cost principles, OMB Circular A-21, "Cost Principles for Educational Institutions." University System's employee benefits and facilities & administrative costs shall be charged at no more than the negotiated federal rates in effect at the time the Project Agreement is executed.

If necessary to accomplish the objectives of a Project Agreement, University System may reallocate up to 10% of the cumulative cost of a Project Agreement between major cost categories (Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, Facilities & Administrative Costs) in order to meet unanticipated needs. University System may not reallocate funds between cost categories for any reason that is inconsistent with the original intent of the State's appropriation of funds. Budget reallocations in excess of 10% of the cumulative cost of a Project Agreement shall require State approval.

8. COST SHARING

Project Agreements that include cost sharing by the parties shall clearly state the required cost-share as a percentage of total cost rather than as an absolute dollar amount. Each party shall be solely responsible for providing the resources they have committed to provide in securing funding and neither shall be expected to contribute toward the commitments of the other.

9. INVOICES AND PAYMENTS

Payments shall be made by the State within 30 days after approving a proper invoice submitted by the University System for actual costs incurred to date. Invoices shall show current and cumulative expenses incurred, by major cost categories (Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, Facilities & Administrative Costs). Invoices shall be submitted on the dates and to addresses identified in the Project Agreement. Other payment terms may be negotiated as necessary in an individual Project Agreement.

10. FISCAL RECORDS AND AUDIT

The University System shall maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly identify expenses incurred under a Project Agreement and shall make such records available at its offices during regular working hours for inspection by authorized representatives of the State during the period of the Project Agreement and for three years thereafter. These records shall describe the nature of each expense, establish the relatedness of each expense to the Project Agreement and reflect total project costs including documentation of State and University System contributions and all third party contributions to the project.

11. SUBCONTRACTS

Unless provided for in the Project Agreement, neither party shall enter into any subcontract with a third party to perform all or part of the approved scope of work without the written approval of the other party. If approval is granted, the party who subcontracts work hereunder shall be fully responsible for performance of subcontractors.

12. SUBLITTING, ASSIGNMENT OR TRANSFER

Neither party shall sublet, sell, transfer, assign, or otherwise dispose of its right, title or interest in any Project Agreement, or any part thereof, without the written consent of the other party.

13. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of any Project Agreement, the State and the University System agree to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The State and the University System will cause the foregoing provisions to be inserted in any subcontracts for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. TERMINATION

Either party may terminate a Project Agreement at any time upon 90 days written notice to the other party. In the event of a reduction or termination of funds appropriated for a Project Agreement, the State shall have the right to terminate the Project Agreement immediately upon providing the University System notice of such termination. Expenses incurred prior to the date of termination will be borne proportionally by each of the parties according to the Project Agreement budget.

15. LIABILITY

Neither party shall be responsible for the negligent acts of omission or commission of the officers, employees, agents, or subcontractors of the other party. Neither the terms of this Master Agreement nor those of any Project Agreement shall be deemed a waiver of sovereign immunity by either party.

16. ADDITIONAL PROVISIONS AND ORDER OF PRECEDENCE

The parties agree to comply with all governmental ordinances, laws and regulations as applicable to their respective organizations.

When a Project Agreement includes Federal funds, all applicable requirements, regulations, provisions, terms and conditions attending those funds shall be incorporated into the Project Agreement and adopted in full force and effect to the relationship between the State and the University System, except that wherever such requirements, regulations, provisions and terms and conditions differ for Institutions of Higher Education, the appropriate requirements will be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal requirements, regulations, provisions, terms and conditions will be taken to mean the University System and references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or the State or both, as appropriate.

In the event of any inconsistency between the terms of this MASTER AGREEMENT, a Project Agreement and those Federal regulations incorporated herein, the Federal regulations will prevail before the others, and the Project Agreement will prevail over the provisions of this MASTER AGREEMENT.

17. EQUIPMENT

Equipment is defined to include all tangible property having a useful life of more than one year and a unit cost of \$3,000 or more. Title to all equipment supplied by the State under the terms of a Project Agreement shall remain with the State. Title to all equipment supplied by the University System under the terms of a Project Agreement shall remain with the University System. Except as provided for within the terms of individual Project Agreements, title to all equipment purchased by the University System under a Project Agreement shall vest immediately with the University System. The University System shall maintain a list of all purchased equipment, and priority for use of such equipment throughout its useful life shall be to further the joint cooperative ventures of the parties.

18. INTELLECTUAL PROPERTY

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to data (which is herein defined as including, but not limited to, software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by University System employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the University System, who shall have the sole right to determine the disposition of copyrights or other rights resulting therefrom, consistent with the pertinent campus policy, provided, however, that the University System shall grant to the State a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such data for its own non-commercial purposes. This paragraph shall not apply to any data obtained from the State regarding recipients of Medicaid or other public assistance or any compilation or manipulation of such data by the University System which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306; RSA 167:30 or similar state or federal laws.

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to any invention or discovery made or conceived by University System employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the University System, consistent with the pertinent campus policy. The University System campus shall have the sole right to determine the disposition of any patents or other rights resulting therefrom, provided however that upon issue of any patent on any such invention or discovery, the State shall have the right of first refusal to an exclusive license to practice the invention for a period of time and at a royalty rate to be negotiated. The State shall have the right to a non-exclusive, perpetual, royalty free license to make and use the invention for its own non-commercial purposes, but shall not have the right to sublicense any invention or discovery made or conceived in the performance of a Project Agreement.

Any license issued to the State hereunder will be effective only after the parties sign a subsequent license agreement.

19. PUBLICATION, CONFIDENTIALITY, AND MAINTENANCE OF DATA: ACCESS

Results of work conducted under a Project Agreement may be published, or otherwise publicly disclosed, jointly by parties, or by either party separately, always giving due credit to the other party and recognizing within proper limits the rights of individuals doing the work. Manuscripts prepared for publication by either party shall be submitted to the other party for review and comment prior to publication. In the event of disagreement as to the manner of publication or the interpretation of results, the party publishing the information will give due credit to the other party, but will assume full responsibility for any statements on which there is a difference of opinion. Any disclosures of data obtained from the state regarding recipients of Medicaid or other public assistance or any compilation

or manipulation of such data by the University System which is subject to 42 U.S.C. sec. 1396a(f)(7) and accompanying regulations including 42 CFR sec. 431.301-306, RSA 167.30 or similar state or federal laws, shall be approved by the State Project Director according to procedures described in the applicable Project Agreement. Such approval for disclosure shall not be unreasonably withheld.

The State acknowledges that Federal Regulations [e.g., 45 CFR 46] require the University System to maintain and protect the privacy of all human research subjects and the confidentiality of all personally identifiable information or information that constructively identifies human research subjects. Human research subjects have the right to be protected against invasion of their privacy, to expect that their personal dignity will be maintained, and that the confidentiality of their private information will be preserved. Hence, except as required by law or permitted, in writing, by the subjects themselves, information through which subjects may be identified including, but not limited to, their names, student identification numbers, hospital identification numbers, social security numbers, driver license numbers, home addresses, photographs, and videotapes will be maintained in strict confidence by the University System.

The parties agree to maintain all data produced in the performance of a Project Agreement for a period of three years after the expiration date and, except as otherwise governed by applicable State or Federal regulations, shall make such data available at their offices during normal working hours for inspection by any authorized representative of the other party. If requested, a copy of these data shall be furnished to the other party, except as otherwise governed by applicable State or Federal regulations.

20. CERTIFICATIONS AND DOCUMENTS

The University System will file with the Department of Administrative Services the following certifications and documents for each University System campus, on forms acceptable to the New Hampshire Office of the Attorney General. These certifications and documents will suffice for all purposes, such that no additional certifications or documents will be necessary. Unless otherwise indicated below, the certifications and documents will be filed once and updated only as necessary.

A. STATUS

- The U.S. Internal Revenue Service designations of the University System campus entities as 501(c)(3) organizations
- The Certificates of Existence of University System campus entities as so designated by the New Hampshire Secretary of State.

B. SIGNATURE AUTHORITY

- The University System's delegations of authority identifying those individuals authorized to sign Project Agreements on behalf of the University System.

C. INSURANCE

- Certificates of insurance, updated annually, which demonstrate the following coverages: commercial general liability, educators' legal liability, and workers' compensation and employers' liability.

D. FINANCIAL AND AUDIT DOCUMENTS

- University System of New Hampshire Annual Financial Report
- College and Universities Federal Rate Agreements for all University System entities for purposes of declaring financial & administrative cost rates and fringe benefits rates

- University System Annual OMB Circular A-133 Audit.

E. FEDERAL CERTIFICATIONS - FILED ANNUALLY

- Drug-Free Workplace
- Lobbying
- Debarment, Suspension, and Other Responsibility Matters
- Americans with Disabilities Act
- Equal Employment Opportunity.

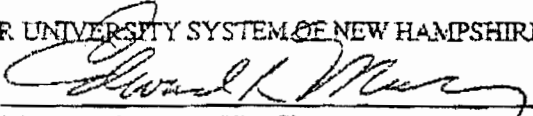
F. OTHER

- Names of University System Board of Trustees

21. APPROVALS AND AMENDMENTS -

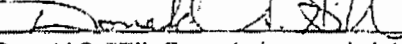
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the University System of New Hampshire, State of New Hampshire, and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing by authorized representatives of these same parties.

FOR UNIVERSITY SYSTEM OF NEW HAMPSHIRE:

By 
Edward R. MacKay, Vice Chancellor and Treasurer

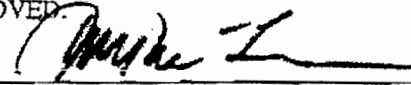
9/16/02
Date

FOR STATE OF NEW HAMPSHIRE:

By 
Donald S. Hill, Commissioner, Administrative Services

9/27/02
Date

APPROVED:

By 
For New Hampshire Office of the Attorney General

9-18-02
Date

APPROVED:

By _____
For New Hampshire Governor and Executive Council

Date

COOPERATIVE PROJECT AGREEMENT
STATE OF NEW HAMPSHIRE and
[Name of the University System campus participating in the project]
of the
UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, [Name of the department, agency or unit of the State], (hereinafter "State"), and the University System of New Hampshire, acting through [Name of the University System campus participating in the project], (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out ~~under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.~~
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on [insert date]. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

[insert project title]

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated:

FOR STATE

[Name, Address, etc.]

FOR CAMPUS

[Name, Address, etc.]

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

FOR STATE

[Name, Address, etc.]

FOR CAMPUS

[Name, Address, etc.]

F. Total funds in the amount of \$ _____ have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

[optional – use when Campus will contribute to the cost of the project] Campus will cost-share _____ % of total costs during the term of this Project Agreement.

[optional – use when Federal funds are being used to pay Campus] Federal funds paid to Campus under this Project Agreement are from [Grant/Contract/Cooperative Agreement No. _____] from [Name of Federal Agency] under CFDA#_____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. [optional] By mutual agreement of the parties, Article(s) [list applicable Articles] of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 are hereby amended to read:

[Insert text of revisions here]

H. [optional] State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the [Name of the campus of the University System participating in the project] and the State of New Hampshire, [Name of the department, agency or unit of the State] have executed this Project Agreement.

By An Authorized Official of: [Name of the University System campus]
Name:

Title:

Signature and Date:

By An Authorized Official of the New Hampshire Office of the Attorney General
Name:

Title:

Signature and Date:

By An Authorized Official of: [Name of the State department, agency or unit]
Name:

Title:

Signature and Date:

By An Authorized Official of the New Hampshire Governor & Executive Council
Name:

Title:

Signature and Date:

EXHIBIT A
(Proposal)

[Description of project activities to be undertaken during the period of the agreement, to include: (a) project title, (b) project period, (c) objectives, (d) scope of work, (e) schedule of reports or other deliverables, and (f) budget and invoicing instructions. If additional work beyond that specified in the present agreement is necessary to complete the total project, then a description of proposed future activities along with a timetable and estimated total cost should be included also.]

A. Project Title:

B. Project Period:

C. Objectives:

D. Scope of Work (Include description of specific tasks if appropriate.)

E. Deliverables Schedule (Identify required reports, due dates and receiving party.)

F. Budget and Invoicing Instructions (Include an approved project budget, reallocation restrictions [if any], a mutually agreeable payment schedule, and invoicing instructions.)

EXHIBIT B

[All applicable requirements, regulations, provisions, terms and conditions of the Federal (Contract/Grant/Cooperative Agreement) should be included in this Exhibit and be adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102) . References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.]

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, State Liquor Commission

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **State Liquor Commission**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **5/31/14**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: College Students Underage Drinking: A Longitudinal Study of Causation and Education

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Edward Edwards
Address: State of New Hampshire
Liquor Commission
50 Storrs St., PO Box 503
Concord, NH 03302
Phone: 271-3521

Campus Project Administrator

Name: Sharon Desjardins
Address: University of New Hampshire
Office of Sponsored Research
Service Building/51 College Road
Durham, NH 03824
Phone: 862-3717

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Major Todd E. Feyrer
Address: State of New Hampshire
Division of Liquor Enforcement
10 Commerical St., PO Box 1795
Concord, NH 03302
Phone: 271-1723

Campus Project Director

Name: Dr. Nelson Barber, PhD
Address: University of New Hampshire
WSBE, Dept. of Hospitality Mgmt.
McConnell Hall
Durham, NH 03824
Phone: 862-3571

F. Total State funds in the amount of \$5,700 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share _____ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) **14 Termination** of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

The State Liquor Commission reserves the right to terminate this agreement at any given time for unsatisfactory response to any or all of the listed services or requirements with a 30 day written notice.

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.

State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **State Liquor Commission** have executed this Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Victor G. Sosa

Title: Manager of Sponsored Research

Signature and Date: _____

By An Authorized Official of:

NH State Liquor Commission

Name: Joseph W. Mollica

Title: Commissioner

Signature and Date: _____

By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: _____

Title: _____

Signature and Date: _____

By An Authorized Official of: the New Hampshire Governor & Executive Council

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

- A. **Project Title:** College Students Underage Drinking: A Longitudinal Study of Causation and Education
- B. **Project Period:** Upon Governor and Council Approval through May 31, 2014
- C. **Objectives:** This agreement will fund a four year survey conducted by the University of New Hampshire on incoming freshman and the negative affects of underage drinking through their four years at the University.

This study will assess, through the use of an online survey, the causation of underage drinking among college freshman with a particular focus on individual and contextual characteristics and its association with health-risk-taking behaviors and multiple adjustment problems (e.g., risky sexual behaviors, substance use, dating violence, delinquency, and violence). This study will also address the influence and responsibility the alcohol and food service industries should have and how they are perceived by underage individuals.

The study will generate new knowledge laying the ground for future and joint research with other scholars and professionals working with youth at risk for alcohol abuse, as well provide a data base for social groups such as MAAD or SADD, to continue the work of understanding and controlling underage drinking. AS DATA IS ANALYZED IT WILL BE POSTED ON A WEBSITE FOR USE BY PARTICIPATING ORGANIZATIONS.

It is an expected goal of this research to expand beyond the state of New Hampshire by allowing access to the data obtained in this study for use by other state and national organizations, placing New Hampshire as a leader in understanding and educating teenagers and young adults regarding underage drinking.

D., E Scope of Work and Deliverables:

- 1. SCOPE OF SERVICES:
1. Campus Project Director shall meet with the Enforcement Representative to coordinate and receive approval before any promotional advertising is performed.
 2. The Campus shall secure and pay for all permits, inspections and licenses necessary for the execution of his work.
 3. The Campus Project Director shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The Campus Project Director shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon. All the work, labor, and equipment to be done and furnished under this agreement, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein and any directions of the State representatives as given from time to time during the progress of the work, under the terms of this agreement.

2. PROBLEM RESOLUTION:

2.1. The Campus Project Director must have a single contact person, available during normal working hours, for the resolution of problems. The contact person must be someone with authority to get more difficult problems resolved.

2.2. The Liquor Commission designates the Director of Enforcement, Eddie Edwards, as State Project Administrator who will work with the Vendor to resolve problems that cannot be resolved by the end-users.

2.3. If at any time during this agreement, there is a failure to perform service, deliver goods or perform any other term and condition of this agreement, the Campus Project Director will give written notice to the State Project Administrator.

F. **Budget and Invoicing Instructions:** Campus will submit its first invoice on regular Campus invoice forms for \$1,500 at the time of Governor and Council Approval. Subsequent invoices on regular Campus invoice forms on July 1, 2012 for \$1,200 and on July 1, 2013 for \$1,400 and July 1, 2014 in the amount of \$1,600 and not to exceed the amount of \$5,700. Please include one original and one copy of each invoice when submitting the invoice. State will pay Campus within 30 days of receipt of each invoice.

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or

