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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

June 1, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Bureau of Special Education to amend a **sole source** cooperative project agreement with Keene State College, Keene, NH (vendor code 177865), by increasing the price limitation by \$36,037.00 from \$36,037.00 to \$72,074.00 and extending the end date from June 30, 2019 to June 30, 2020 to continue to provide administration and maintenance of an online transition resource portal developed under the State Personnel Development Grant (SPDG), effective July 1, 2019 or upon Governor and Council approval whichever is later. This contract was originally approved by the Governor and Council on June 6, 2018 (Item #132). 100% Federal Funds.

Funds to support this request are anticipated to be available in the account IDEA-Special Education- Elem/Sec in Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

06-56-56-562010-25040000-102-500731 Contracts for Program Services FY2020
\$36,037.00

State Fiscal Year	Accounting Unit	Current Budget	Increase/Decrease	New Modified Budget
2019	25040000	\$36,037.00	\$0	\$36,037.00
2020	25040000	\$0	\$36,037.00	\$36,037.00
				\$72,074.00

EXPLANATION

This request is **sole source** because Keene State College has been overseeing the transition portal for the past 6 years as part of their work on a State Personnel Development Grant (SPDG) from the US Department of Education.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page Two
June 1, 2019

The Transition Resource Portal is a valuable online resource for New Hampshire students, families, educators and community partners focused on providing tools and resources related to Extended Learning Opportunities as well as preparing students for life after high school. The Portal includes both the nextsteps-nh.org and beyondclassroom.org websites.

The Bureau would like to continue this work for an additional year since these are valuable resources for educators, student and families. There is currently not the capacity to bring the valuable information into the Departments website. March 1, 2018 to February 28, 2018 beyondclassroom.org site received 5,543 visitors and nextsteps-nh.org received 34,181 visitors.

In collaboration with the NH DOE Bureau of Student Support, Keene State College will provide administration and maintenance of the portal as well as content and usability enhancements to sustain this valuable resource. Keene State College shall provide administration, maintenance and support to the NH Department of Education for the Transition Resource Portal developed by Keene State College under the 2011-18 SPDG grant. The current plan to retain this valuable content is to move it to the NH Department of Education's website when there is sufficient capacity to do so.

Keene State College is a public Institution of Higher Education and a member of the University System of New Hampshire. Keene State College has been a leader in offering professional development training and resources in secondary transition and special education.

In the event that the Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:PFD
Enclosures

AMENDMENT #1 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, Department of Education
and the
Keene State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 6/6/18, item # 132, for the Project titled “ **Transition Resource Portal Support,**” Campus Project Director, **Stephen Bigaj,** 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 **June 30, 2019** with the revised Project End Date of **June 30, 2020**, and Exhibit A, article B is revised to replace the Project Period of **July 1, 2018 – June 30, 2019** with **July 1, 2018 – June 30, 2020**.
- Article C. is amended to expand 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 **Name**.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to add funds in the amount of **\$36,037.00** and will read:

Total State funds in the amount of **\$72,074** 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

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 #** _____ to the Cooperative Project Agreement.

By An Authorized Official of:
Plymouth State University
 Name: Audrey J. Arsenault. CRA
 Title: Interim Director
 Office of Sponsored Projects & Research
 Signature and Date: Audrey J. Arsenault
 5/8/19

By An Authorized Official of: the New
 Hampshire Office of the Attorney General
 Name: RICHARD K. SALA
 Title: ATTORNEY
 Signature and Date: [Signature] MAY 29, 2019

By An Authorized Official of:
NH Department of Education
 Name: Frank Edelblut
 Title: Commissioner of Education
 Signature and Date: [Signature] 5/15/19

By An Authorized Official of: the New
 Hampshire Governor & Executive Council
 Name: _____
 Title: _____
 Signature and Date: _____

EXHIBIT A

A. Project Title: Transition Resource Portal Support

B. Project Period: July 1, 2018 - July 30, 2020

C. Objectives: Maintain and enhance the Transition Resource Portal, consisting of the Next Steps NH website, the Beyond Classroom website, and social media.

D. Scope of Work:

Objective 1: Provide administration and maintenance for the two websites: nextsteps-nh.org and beyondclassroom.org.

1. Continue technical maintenance of TRP (hosting, domain registrations, software updates, etc.).
2. Monitor accessibility compliance.
3. Monitor external website links and fix/replace as needed.
4. Provide technical support for any website issues.

Objective 2: Provide content and usability enhancements to the Transition Resource Portal.

1. Continue to curate content, adding new content and refreshing/pruning existing resources.
2. Collaborate with NH DOE Bureau of Special Education staff.
3. Continue the SPDG project's social media strategy.
4. Continue to collect and analyze usage statistics, using the results to inform improvements to the TRP.
5. Respond to website inquiries.
6. Investigate new tools as time allows.

Objective 3: Support and promote use of the Transition Resource Portal by constituent groups.

1. Present to interested groups as opportunities arise.
2. Attend meetings where content could enhance the TRP.

E. Deliverables Schedule: Provide maintenance and enhance the Transition Resource Portal, consisting of the Next Steps NH website, the Beyond Classroom website, and social media by June 30, 2020.

F. Budget and Invoicing Instructions:

	FY 19	FY 20
Personnel	\$20,440	\$20,836
Benefits	\$ 1,953	\$ 2,062
Travel	\$ 250	\$ 520
Supplies	\$ 467	\$ 573
Contracted	\$ 6,395	\$ 5,395
Printing, Copying, Telecom	\$ 400	\$ 400
Sub Total Direct Costs	\$29,905	\$29,786
Indirect Costs (30% of salaries and wages)	\$ 6,132	\$ 6,251
TOTAL COSTS	\$36,037	\$36,037

Funding Source: 100% Federal Funds

Method of Payment:

Payment will be made upon the submittal of an invoice that is received by the 10th of the following month which is supported by a summary of activities that have taken place in accordance with the terms of the contract.

Submit Invoices to:

Penny Duffy – Grants & Contracts Technician
NH Department of Education
Bureau of Student Support
101 Pleasant Street
Concord, New Hampshire 03301

EV

132 B

MAY 24 '18 PM 12:28 DAS



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

May 8, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Bureau of Special Education to enter into a **sole source** cooperative project agreement with Keene State College, Keene, NH (vendor code 177865), in the amount of \$36,037.00 to provide administration and maintenance of an online transition resource portal developed under the State Personnel Development Grant (SPDG), effective July 1, 2018 through June 30, 2019 upon Governor & Council approval. (100% Federal funds)

Funds to support this request are anticipated to be available in account titled Special Education-Elem/Sec as follows:

	<u>FY2019</u>
06-056-056-562510-25040000-102-500731 Contracts for Program Services	\$36,037.00

EXPLANATION

This request is **sole source** because Keene State College has been overseeing the transition portal for the past 6 years as part of their work on a State Personnel Development Grant (SPDG) from the US Department of Education.

The Transition Resource Portal is a valuable online resource for New Hampshire students, families, educators and community partners focused on providing tools and resources related to Extended Learning Opportunities as well as preparing students for life after high school. The Portal includes both the nextsteps-nh.org and beyondclassroom.org websites.

In collaboration with the NH DOE Bureau of Special Education, Keene State College will provide administration and maintenance of the portal as well as content and usability enhancements to sustain this valuable resource. Keene State College shall provide administration, maintenance and support to the NH Department of Education for the Transition Resource Portal developed by Keene State College under the 2011-18 SPDG grant. The current plan to retain this valuable content is to move it to the NH Department of Education's website when there is sufficient capacity to do so.

Keene State College is a public Institution of Higher Education and a member of the University System of New Hampshire. Keene State College has been a leader in offering professional development training and resources in secondary transition and special education.

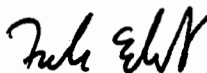
His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Page Two

May 8, 2018

In the event that the Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:PPD
Enclosures

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Department of Education**
and the

Keene State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Education**, (hereinafter "State"), and the University System of New Hampshire, acting through **Keene State College**, (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 **6/30/19**. 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: **Transition Resource Portal Support**

- 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: Santina Thibedeau
Address: NH Department of Education
101 Pleasant Street
Concord NH 03301

Phone: 603-271-6093

Campus Project Administrator

Name: Audrey J. Arsenault, CRA
Address: Office of Sponsored Projects &
Research
Keene State College
29 Main Street
Keene, NH 03435-3510

Phone: 603-358-2046

- 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: Amy Aiello

Campus Project Director

Name: Stephen Bigaj

Address: NH Department of Education
101 Pleasant Street
Concord NH 03301

Address: Keene State College
229 Main Street
Keene, NH 03435-3510

Phone: 603-271-1536

Phone: 603-358-2872

- F. Total State funds in the amount of **\$36,037.00** 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. **-2712010312** from **U.S Department Of Education Office of Special Education Programs** under CFDA# **84.027A**. 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) _____ 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:

- 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 **Keene State College** and the State of New Hampshire, **Department of Education** have executed this Project Agreement.

By An Authorized Official of:

Keene State College

Name: Audrey J. Arsenalault, CRA

Title: Interim Director, Office of Sponsored
Projects & Research

Signature and Date:

Audrey J. Arsenalault 5/2/18

By An Authorized Official of:

Department of Education

Name: Frank Edelblut

Title: Commissioner of Education

Signature and Date:

Frank Edelblut 5-21-18

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

Name: *Mary J. D.*
Title: *Senior Asst. Attorney General*
Signature and Date: *Mary J. D.*

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

Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. **Project Title:** Transition Resource Portal Support
- B. **Project Period:** July 1, 2018 – June 30, 2019
- C. **Objectives:** Maintain and enhance the Transition Resource Portal, consisting of the Next Steps NH website, the Beyond Classroom website, and social media.
- D. **Scope of Work:** Keene State College (KSC) (vendor code 177865) shall provide one year support contract with the NH Department of Education for the Transition Resource Portal developed by Keene State College under the 2012-18 SPDG grant.

Provide administration and maintenance for the two websites: nextsteps-nh.org and beyondclassroom.org.

- Continue technical maintenance of TRP (hosting, domain registrations, software updates, etc.).
- Monitor accessibility compliance.
- Monitor external website links and fix/replace as needed.

Provide content and usability enhancements to the Transition Resource Portal.

- Continue to curate content, adding new resources and refreshing/pruning existing ones.
- Collaborate with NH DOE Bureau of Special Education staff.
- Continue the SPDG project's social media strategy.
- Continue to collect and analyze usage statistics, using the results to inform improvements to the Transition Resource Portal.
- Respond to website inquiries.
- Investigate new tools as time allows.

- E. **Deliverables Schedule:** Provide maintenance and enhance the Transition Resource Portal, consisting of the Next Steps NH website, the Beyond Classroom website, and social media by June 30, 2019.

F. **Budget and Invoicing Instructions:**

Personnel	\$20,440
Benefits	\$ 1,953
Travel	\$ 250
Supplies	\$ 467
Contracted	\$ 6,395
Printing, copying, telecomm	\$ 400

Total Direct Costs	\$29,905
Indirect Costs 30%	\$ 6,132
Total Costs	\$36,037

Total Project costs: \$36,037

Funding Source: 100% Federal Funds

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



State of New Hampshire
 DEPARTMENT OF ADMINISTRATIVE SERVICES
 OFFICE OF THE COMMISSIONER
 State House Annex • Room 120
 25 Capital Street
 Concord, New Hampshire 03301

Approved
3-2
11/13/02

DONALD S. HILL
 Commissioner
 (603) 271-3201

September 27, 2002

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 Leitzel, 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.

- G. 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. SUBLETTING, 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. 1396(a)(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
Edward R. MacKay, Vice Chancellor and Treasurer

9/16/02

Date

FOR STATE OF NEW HAMPSHIRE:

By

Donald S. Hill
Donald S. Hill, Commissioner, Administrative Services

9/27/02

Date

APPROVED:

By

Mike L.
For New Hampshire Office of the Attorney General

9-18-02

Date

APPROVED:

By

For New Hampshire Governor and Executive Council

Date