

85 #B



Frank Edelblut
Commissioner

Paul Leather
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

August 1, 2017

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

REQUESTED ACTION

Authorize the Department of Education, Division of Career Technology and Adult Learning to enter into a **sole source** Cooperative Project Agreement with the Community College System of New Hampshire (CCSNH) (Vender Code 216952), in an amount not to exceed \$2,453,042.68, to improve Career and Technical Education programs for the period effective August 16, 2017 or upon Governor and Council approval, whichever is later, through August 15, 2019. 100% Federal Funds.

Funds to support this request are available in the account titled CTE Voc Ed – Federal, FY 2018 and FY 2019, and are anticipated to be available in FY 2020, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further Governor and Council approval if needed and justified:

			<u>FY</u>
06-56-56-565010-60320000-072-502652	Grants Federal	\$1,019,714.40	2018
06-56-56-565010-60320000-072-502652	Grants Federal	\$1,152,219.66	2019
06-56-56-565010-60320000-072-502652	Grants Federal	\$ 132,505.26	2020
06-56-56-565010-60320000-072-502649	Grants Federal	\$ 65,756.98	2018
06-56-56-565010-60320000-072-502649	Grants Federal	\$ 74,301.68	2019
06-56-56-565010-60320000-072-502649	Grants Federal	\$ 8,544.70	2020

EXPLANATION

This is a **sole source** request because CCSNH is the only postsecondary institution in New Hampshire that is eligible to receive these federal grant funds. RSA 188 F: 17 states that "the state board of education, acting as the state board for technical education, shall be the primary recipient of federal funds provided under the Carl D. Perkins Vocational Act of 1984. The state board shall, each year, provide CCSNH with funds available under the Titles IV of the act

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
August 1, 2017
Page 2 of 2

and subsequent amendments to the act. The board of trustees of the Community College System of New Hampshire shall jointly plan with the Department of Education for the expenditure of funds in the New Hampshire state plan for career and technical education. The chancellor of the Community College System of New Hampshire and the Commissioner of Education shall cooperate in the development of applications for such funds." The Community College System is the only state-wide system in NH. This Cooperative Project Agreement service area is statewide.

This is to request approval to enter into a Cooperative Project Agreement with the CCSNH based on an application submitted to and approved by the Department of Education. The United States Department of Education approved the State of New Hampshire Five-Year Plan. Section (B) (3) of the approved plan states that Postsecondary funds will be allocated to a single eligible postsecondary recipient; a consortium formed among the institutions in the Community College System of New Hampshire.

The Carl D. Perkins III Career and Technical Education Act was authorized by the federal government in 1998 and reauthorized in 2006. The Act supports and promotes offering quality career and technical education programs at the secondary and postsecondary levels. Successful completion of career and technical education in high school helps guarantee student success in college and career. The three hundred-twenty high school programs are linked to the same programs at the seven community colleges in the Community College System of New Hampshire. CCSNH qualifies as the postsecondary education institute as outlined in the Carl D. Perkins III Career and Technical Education federal legislation, Section 3 (22): (A) an institution of higher education that provides not less than a two-year program of instruction that is acceptable for credit toward a bachelor's degree.

Students completing programs at the secondary and postsecondary level are the future workforce for New Hampshire. These federal grant funds will be used to continue to improve these postsecondary programs as well as support leadership to ensure compliance with reporting.

The consortium represents a statewide system of certificate and degree programs at the postsecondary level with strong connections to all the career and technical education programs at the secondary level.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

COOPERATIVE PROJECT AGREEMENT

between the

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

and the

COMMUNITY COLLEGE 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 **Community College System of New Hampshire** (hereinafter "CCSNH"), for the purpose of undertaking a project of mutual interest. This Cooperative Project, involving a consortium made up of the seven community colleges in CCSNH and the Thompson School of Applied Sciences at the University of New Hampshire, shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the Community College System of New Hampshire dated June 8, 2015, 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 **August 15, 2019**. If the provision of services by CCSNH precedes the Effective date, all services performed by CCSNH shall be performed at the sole risk of CCSNH and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay CCSNH for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date, and within the grant period, that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The activities and services to be provided under the terms of this Project Agreement are designed to improve the career and technical education (CTE) programs in the CCSNH and the Thompson School of Applied Sciences at the University of New Hampshire, and are 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: **Perkins Postsecondary CTE Program Improvement Grant**

- 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: Eric Feldborg, Ed.D
 Address: NH Department of Education
 21 South Fruit St, Suite 20
 Concord, NH 03301
 Phone: (603) 271-3867

CCSNH Project Administrator

Name: Beth Doiron
 Address: CCSNH
 26 College Dr.
 Concord, NH 03301
 Phone: (603) 271-2722

- 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: Eric Feldborg, Ed.D
 Address: NH Department of Education
 21 South Fruit St, Suite 20
 Concord, NH 03301
 Phone: (603) 271-3867

CCSNH Project Director

Name: Beth Doiron
 Address: CCSNH
 26 College Dr.
 Concord, NH 03301
 Phone: (603) 271-2722

F. Total Federal funds in the amount of \$2,453,042.68 have been allotted and will be available as they are received by the State from US Department of Education for payment of allowable costs incurred under this Project Agreement. State will not reimburse CCSNH for costs exceeding the amount specified in this paragraph.

Check if applicable

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

Federal funds paid to CCSNH under this Project Agreement are from Grant Agreement No. **V048A170029** from **US Department of Education** under CFDA# **84.048A**. Federal regulations required to be passed through to CCSNH as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the Community College System of New Hampshire dated June 8, 2015, 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 Community College System of New Hampshire dated June 8, 2015 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 CCSNH 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 CCSNH 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 Community College System of New Hampshire and the State of New Hampshire, **Department of Education** have executed this Project Agreement.

By An Authorized Official of:

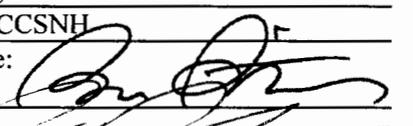
Community College System of New Hampshire

Name: Ross Gitell, PhD

Title: Chancellor, CCSNH

Signature and Date:

8/3/17



By An Authorized Official of:

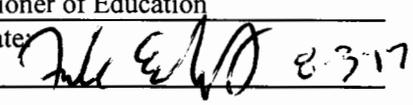
Department of Education

Name: Frank Edelblut

Title: Commissioner of Education

Signature and Date:

8-3-17



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

Name: *Cora McIntyre*

Title: *Attorney*

Signature and Date:

Cora McIntyre 8/19/17

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. **Project Title:** Perkins Postsecondary CTE Program Improvement Grant
- B. **Project Period:** Effective upon Governor and Council approval through August 15, 2019
- C. **Objectives:** The Carl D. Perkins Career and Technical Improvement Act of 2006 (Perkins IV) is a principal source of federal funding to states for the improvement of secondary and postsecondary career and technical education programs across the nation. The purpose of the Act is to develop more fully the academic, career, and technical skills of secondary and postsecondary students who elect to enroll in career and technical education programs.

This Cooperative Project is the mechanism the State will use to meet its obligation to pass through the portion of New Hampshire's Perkins Grant Award allocated to postsecondary CTE. The allocation is defined in the State Plan submitted to the federal Office of Career, Technology, and Adult Education on April 19, 2017. New Hampshire's postsecondary subrecipient is a consortium that includes the seven community colleges in CCSNH and the Thompson School of Applied Sciences at the University of New Hampshire.

The objective of the activities and spending in this Cooperative Project is to improve the performance of students in approved postsecondary CTE programs as measured by the set of Perkins IV Performance Indicators, which are: Technical Skill Attainment; Credential, Certificate, or Degree Earned; Student Retention or Transfer; Student Placement; Nontraditional Program Participation; and Nontraditional Program Completion.

CCSNH will utilize a portion of these Cooperative Project funds not to exceed \$65,756.99 in FY18, \$74,301.68 in FY19, or \$8,544.69 in FY20, for partial salary and benefits for the CCSNH Project Administrator who is responsible for managing all aspects of the Federal Carl Perkins Career and Technical Education Grant. These aspects include preparing and submitting the annual application, the mid-year and final reports (see E. below), and collecting and reporting all data as relates to the postsecondary Perkins Performance Indicators and federal reporting requirements for postsecondary CTE program students in the consortium. The CCSNH Project Manager will also work collaboratively with the Department of Education's Career Development Bureau, the Department of Education liaisons and secondary CTE Centers on various Department of Education initiatives and special projects as they relate to career and technical education.

The consortium's yearly Perkins Grant applications describe in detail the colleges' proposed activities and spending for equipment and services. The applications are reviewed by the State's Career Development Bureau to determine compliance with all the requirements of Perkins IV and alignment with State education and workforce development goals. Primary activities are:

- **Academics and CTE-** Strengthen the academic and career and technical skills of students participating in career and technical education programs through the integration of academics with career and technical education programs through a coherent sequence of courses. This typically includes program counselors, career mentors or coaches and such to assist students with course and program completion.

- **Secondary and Postsecondary Linkages** - Link career and technical education at the secondary level and career and technical education at the postsecondary level, by offering the relevant elements of not less than 1 career and technical program of study. This typically includes various funding for things like discovery days at colleges for high school students including bus transportation, supplies and stipends to faculty to run boot camps for high school students or teachers, promotional materials for high school students, etc.

E. Deliverables Schedule: Specific reporting requirements are:

Reports	Program Year	Due Date
Consolidated Annual Report (CAR): Narrative and quantitative accountability data as required by the U.S. Department of Education, Office of Vocational and Adult Education	PY 2016-2017 8/16/2016-8/15/2017	12/15/17
	---	---
	PY 2017-2018 (8/16/2017 –8/15/2018)	12/15/18
Final Report : Narrative as required by the New Hampshire Department of Education, Career Development Bureau	PY 2016-2017 8/16/2016-8/15/2017	12/15/17
	---	---
	PY 2017-2018 (8/16/2017 –8/15/2018)	12/15/18

F. Budget and Invoicing Instructions:

	FY18	FY19	FY20
Administrative Salary	42,894.31	48,468.15	5,573.84
Administrative Benefits	22,862.67	25,833.53	2,970.86
Program Support	247,515.37	279,678.38	32,163.01
Program Improvement-Equipment	340,052.95	384,240.62	44,187.67
Consultants	7,093.12	8,014.83	921.71
Personnel Salary and Benefits	82,007.65	92,664.01	10,656.36
Student Learning and Support	32,858.11	37,127.81	4,269.70
Professional Development	112,975.34	127,655.75	14,680.41
Grants to Students	131,692.54	148,805.13	17,112.59
Program Improvement-Technology	41,375.79	46,752.30	5,376.51
Library	442.96	500.52	57.56
Indirect Costs	23,700.57	26,780.31	3,079.74
Total	\$ 1,085,471.38	\$ 1,226,521.34	\$ 141,049.96

Total Funds \$ 2,453,042.68

Administrative Salary and Administrative Benefits - Funds partial salary and benefits for the CCSNH Project Administrator described in Section C of this Exhibit A.

Program Support- Strengthen the academic and career and technical skills of students participating in career and technical education programs through the integration of academics with career and technical

education programs through a coherent sequence of courses. This typically includes program counselors, career mentors or coaches and such to assist students with course and program completion.

Program Improvement- Equipment: Initiate, improve, expand, and modernize quality career and technical education programs, including relevant technology. This is usually specific to equipment and includes new equipment and technology to meet up to date classroom instruction and industry standards.

Consultant - This usually includes professional development, curriculum designer and evaluation contracts and activities that relate to expanding the scope of a program.

Personnel, Salary and Benefits - This typically includes funding for program counselors, career mentors or coaches and such to assist students with course and program completion.

Professional Development - Provide professional development programs that are consistent with Section 122 to secondary and postsecondary teachers, faculty, administrators, and career guidance and academic counselors who are involved in integrated career and technical education programs. This includes registration fees and in and out of state travel for faculty to attend conferences to stay abreast of new technologies and program trends.

Grants to Students - Provide activities to prepare special populations, including single parents and displaced homemakers who are enrolled in career and technical education programs, for high skill, high wage, or high demand occupations that will lead to self-sufficiency. This funding includes grants to students in special populations for tuition, book support and transportation.

Program Improvement - Technology - Develop, improve, or expand the use of technology in career and technical education. This typically includes items like smart boards, software, projectors etc., to update program labs.

Library – These funds are typically used to update reference books for students in CTE programs that are housed in college libraries.

Indirect Costs – 5% of total postsecondary allocation minus equipment and student award

Sources of Funds: Funding source for this Cooperative Project is 100% Federal Funds from the account titled CTE Vocational Education-Federal as follows:

			<u>FY</u>
06-56-56-565010-60320000-072-502652	Grant/Federal	\$1,019,714.40	2018
06-56-56-565010-60320000-072-502652	Grant/Federal	\$1,152,219.66	2019
06-56-56-565010-60320000-072-502652	Grant/Federal	\$ 132,505.26	2020
06-56-56-565010-60320000-072-502649	Grant/Federal	\$ 65,756.98	2018
06-56-56-565010-60320000-072-502649	Grant/Federal	\$ 74,301.68	2019
06-56-56-565010-60320000-072-502649	Grant/Federal	\$ 8,544.70	2020

This budget may be adjusted between fiscal years and line items but in no case can the total budget exceed the price limitation. The contractor must receive the Department of Education’s approval prior to transferring from one fiscal year to another and one line item to the other.

EXHIBIT B

This Project Agreement is funded under a Grant Agreement to New Hampshire from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between State and CCSNH, 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 CCSNH; 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 **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.**



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
603)-271-3204

June 8, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the State of New Hampshire and the Community College System of New Hampshire (CCSNH) to utilize a modified, streamlined contract and grant award process, by approving the attached Master Agreement for Cooperative Projects, for use in such contracts and grants. This process will be effective with the date of Governor and Council approval.

EXPLANATION

Adoption of this Master Agreement, and the use of this contracting process is expected to result in greater efficiencies for all parties involved in entering into agreements between State of New Hampshire Executive Branch agencies and CCSNH. This master agreement establishes a unique, easily identifiable, short format for all projects with the CCSNH campuses. Use of this agreement should benefit all, including the Governor and Executive Council in their review of proposed CCSNH-state agency projects.

It is expected that the time which historically has been involved in creating individual agreements will be reduced significantly. Supporting documents currently required for each contract, such as the Certificate of Good Standing and inclusion of annual financial statements, will be kept on file, in lieu of being required for each contract to be brought for Governor and Council consideration, saving paper, time, and expense for all.

The Department of Justice has been involved and provided guidance in development of this agreement, and has approved the agreement for form, substance, and execution.

A similar master agreement has been in use with the University System of New Hampshire for all Governor and Council submissions since November 2002, with good results having been realized with improved consistency of item format and content.

Respectfully submitted,

A handwritten signature in cursive script that reads "Vicki V. Quiram".

Vicki V. Quiram
Commissioner

MASTER AGREEMENT
For
COOPERATIVE PROJECTS
Between the STATE OF NEW HAMPSHIRE and the
COMMUNITY COLLEGE 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 Community College 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 Community College System of New Hampshire, (hereinafter "CCSNH"), this 24th day of June, 2015, 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 CCSNH 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 CCSNH 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 CCSNH 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 CCSNH will be considered allowable under the Project Agreement.
- C. Description of project activities to be undertaken during the period of the agreements, 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 sources and other project contributions to be provided by the State, by the CCSNH, 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 number, 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 CCSNH, 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 CCSNH 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 CCSNH 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 CCSNH, 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 CCSNH; likewise, employees of the CCSNH, in the performance of their CCSNH duties and activities under a Project Agreement shall continue in the legal status of CCSNH 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 CCSNH 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

CCSNH 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." CCSNH'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, CCSNH 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. CCSNH 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 CCSNH 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 CCSNH 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 CCSNH 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 CCSNH 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 CCSNH 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 provision 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 CCSNH 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 CCSNH, 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 CCSNH and references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or the State or both, as appropriated.

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 CCSNH under the terms of a Project Agreement shall remain with the CCSNH. Except as provided for within the terms of individual Project Agreements, title to all equipment purchased by the CCSNH under a Project Agreement shall vest immediately with the CCSNH. The CCSNH 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 CCSNH employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the CCSNH, 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 CCSNH 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 CCSNH 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 CCSNH employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the CCSNH, consistent with the pertinent campus policy. The CCSNH 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 CCSNH 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 CCSNH 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 CCSNH.

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 this data shall be furnished to the other party, except as otherwise governed by applicable State or Federal regulations.

20. CERTIFICATIONS AND DOCUMENTS

The CCSNH will file with the Department of Administrative Services the following certifications and documents for each CCSNH campus, on forms acceptable to the New Hampshire Department of Justice. 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 CCSNH campus entities as 501(c)(3) organizations.
- The Certificates of Existence of CCSNH campus entities as so designated by the New Hampshire Secretary of State.

B. SIGNATURE AUTHORITY

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

C. INSURANCE

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

D. FINANCIAL AND AUDIT DOCUMENTS

- CCSNH's Annual Financial Report
- College and Universities Federal Rate Agreements for all CCSNH entities for purposes of declaring financial & administrative cost rates and fringe benefits rates.
- CCSNH 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

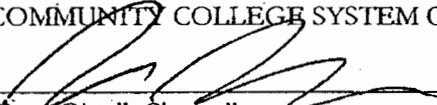
F. OTHER

- Names of CCSNH Board of Trustees

21. APPROVALS AND AMENDMENTS

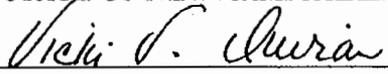
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the CCSNH, State of New Hampshire and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing by authorized representatives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

FOR COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE:

By 
Dr. Ross Gittel, Chancellor

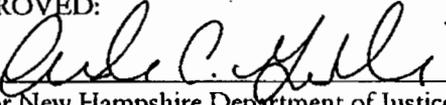
5/27/15
Date

FOR STATE OF NEW HAMPSHIRE:

By 
Vicki V. Quiram, Commissioner, Administrative Services

6-9-15
Date

APPROVED:

By 
For New Hampshire Department of Justice

6/9/15
Date

APPROVED:

By _____
For New Hampshire Governor and Executive Council

Date