



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

186 Jm

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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,

Handwritten signature of Vicki V. Quiram in cursive.

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 24<sup>th</sup> 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

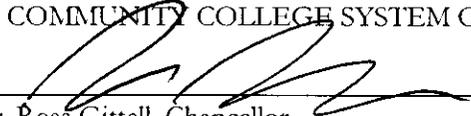
F. OTHER

- Names of CCSNH Board of Trustees

21. APPROVALS AND AMENDMENTS

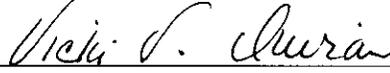
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the CCSNH, State of New Hampshire and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing by authorized representatives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

FOR COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE:

By   
Dr. Ross Gittel, Chancellor

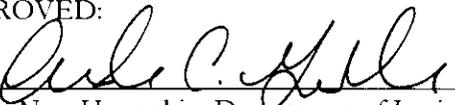
5/27/15  
Date

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