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The State of New Hampshire

DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner

January 28, 2014

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

Retroactive

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to RETROACTIVELY amend an Agreement with the Greater Portland Council of Governments (GPCOG), Portland, ME, to extend the contract period from January 31, 2014 to January 31, 2015, upon Governor & Council approval. No additional funding is involved in this time extension. The original grant agreement was approved by G&C on May 15, 2013, item #76. 100% Other (Pass Thru Federal) Funds.

EXPLANATION

DES is a sub-recipient in the "Clean Cities – Implementation Initiatives to Advance Alternative Fuel Markets" project, which received a grant from the US Department of Energy (US DOE). The primary award recipient and grant administrator, GPCOG, entered into a two-year agreement with US DOE, commencing on February 1, 2013 and expiring on January 31, 2015. However, US DOE funding for this project was only approved for the first year (to January 31, 2014), with the expectation that funding for the second year (February 1, 2014 to January 31, 2015) would be available upon approval of the fiscal year 2014 federal budget. GPCOG received federal approval to expend funds through the second year of the grant and provided the attached agreement extension to DES on January 28, 2014.

The project seeks to expand the use of alternative fuel vehicles and domestically produced alternative transportation fuels in New England. Five New England Clean Cities Coalitions (New Hampshire, Maine, Vermont, Rhode Island and Massachusetts) are responsible for the implementation of all tasks associated with the project. Approval of this no-cost time extension will allow DES to expend the remaining funds through January 2015 to complete the project.

The amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

Thomas S. Burack
Commissioner

DES Web Site: www.des.nh.gov
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-3503 Fax: (603) 271-2867 TDD Access: Relay NH 1-800-735-2964

AMENDMENT TO RECIPIENT/SUB RECIPIENT AGREEMENT
Amendment 1: This agreement period has been extended to January 31st, 2015.
Greater Portland Council of Governments

RECIPIENT/SUB RECIPIENT AGREEMENT

Reference to: $455,000 DOE Award #DE-EE0006013

(This Agreement: Sub-Recipient Amount: $99,000)

THIS AGREEMENT is between the Greater Portland Council of Governments, the **Recipient,** a Maine 501 (c) (1) non –profit corporation and New Hampshire Department of Environmental Services (Granite State Clean Cities Coalition), the **Sub-recipient**, a State Government.

Agreement Period: February 1, 2013 – January 31, 2015

GPCOG Contacts:

Technical:

Name: Steve Linnell
Title: Clean Cities Coordinator
Director of Transportation & Energy Services
Address: 970 Baxter Boulevard, 2nd Floor
Portland, ME 04103
Telephone: (207) 774-9891
Fax: (207) 774-7149
Email: slinnell@gpcog.org

Name: Jennifer Puser
Title: Energy and Transit Planner
Address: 970 Baxter Boulevard, 2nd Floor
Portland, ME 04103
Telephone: (207) 774-9891
Fax: (207) 774-7149
Email: jpuser@gpcog.org

Business:

Ann Thompson
Finance Director
970 Baxter Boulevard, 2nd Floor
Portland, ME 04103
(207) 774-9891
(207) 774-7149
athompson@gpcog.org

Recipient
Greater Portland Council of Governments
By: _____
Neal Allen
Its: Executive Director
Date: 1/28/14

Sub-Regional Contacts:

Name: Dolores Rebolledo
Title: Coordinator
Address: New Hampshire Department of Environmental Services
Granite State Clean Cities Coalition
29 Hazen Drive
Concord, NH 03302

Telephone: (603) 271-6751
Email: dolores.rebolledo@des.nh.gov

Sub-Recipient
New Hampshire Department of Environmental Services
By: Thomas S. Burack
Thomas S. Burack
Its: Commissioner
Date: 1/28/2014

DUNS Number: 042828025
FEIN: 02-6000618

Approval by the Attorney General (Form, Substance & Execution)

By: _____
Evan J. Mulholland 1/30/14

The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

APPROVED G & C
DATE 5/15/13
ITEM # 76

April 12, 2013

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

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services (DES) to enter into an Agreement with the Greater Portland Council of Governments (GPCOG), Portland, ME in the amount of $99,000 to support regional efforts to promote alternative fuels in transportation, effective upon Governor and Council approval through January 31, 2014. 100% Other (Pass Thru Federal) Funds.

2. Authorize DES to accept and expend $70,321 in funds from GPCOG for the purpose of funding the work effective upon Governor and Council approval through January 31, 2014.

Air Resources Programs
03-44-44-443010-4802000
FY 2013

Class	Description	Current Budget	Requested Action	Revised Budget
Income				
009-407158	Income from GPCOG	**(53,481)**	**(70,321)**	**(123,802)**
Expenditures				
020-500200	Current Expenses	900	378	1,278
040-500800	Indirect Costs	3,329	6,339	9,668
042-500620	Additional Fringe benefits	3,222	1,112	4,334
050-500109	Part Time Personnel	-	44,014	44,014
059-500117	Temp Full Time	28,236	-	28,236
060-500602	Benefits	17,794	16,978	34,772
080-500714	Out of State Travel	-	1,500	1,500
		53,481	**70,321**	**123,802**

EXPLANATION

In response to a U.S. Department of Energy Funding Opportunity entitled "Clean Cities- Implementation Initiatives to Advance Alternative Fuel Markets," five New England Clean Cities coalitions (New Hampshire, Maine, Vermont, Rhode Island, and Massachusetts) submitted a joint proposal and were awarded a grant to help expand the use of alternative fuel vehicles and domestically produced alternative transportation fuels in the Northeast. The project will address and assist in reducing barriers to alternative

fuel and vehicle adoption in the region through collaborations, public outreach, workgroups, and first responder and mechanic trainings. GPCOG is the designated grant project administrator and is entering into sub-agreements with the coalitions to perform selected tasks. The funds will support the work of the coordinator of New Hampshire's Granite State Clean Cities Coalition to complete our state specific tasks.

DES is requesting authorization to accept and expend $70,321 in federal funds from GPCOG, and to budget those funds as follows:

Class 020 (Current Expenses) - This is to cover materials such as paper and folders needed for document dissemination, and signage and ancillary expenses associated with training and workshops.

Classes 040, 042, 060 (Indirect Costs, Additional Fringe, and Benefits) - Increases in each class respectively are necessary since there are additional personnel costs and these classes are based on a percentage of personnel costs.

Class 50 (Personal Services – Temporary) – The additional amount of $44,014 will not be used for new positions. These funds are available in support of an expanded or new program beyond the original budget scope. Employee support from other Department of Environmental Services organizational units will be used to administer this program. The funds will be used to supplant funding of the following positions, which are currently budgeted:

Position #	Title	Account 03-44-44	Funding mix	
				Amount
43245	Grants Program Coordinator	443010-4796-010	100% Federal	$36,521
40509	Mobile Sources Supervisor	443010-5308-010	100% Other	$7,493
			Total:	$44,014

Funding in the amount of $44,014, which is budgeted for the current positions referenced above, will be either lapsed or closed to control resulting in a net zero increase in budgeted funds

Class 080 (Out of State Travel) - The funds Class 80 will pay for travel expenses necessary to meet required deliverables in the Agreement (i.e. travel to workgroups, meetings and training workshops).

This agreement has been approved as to form, substance and execution by the Office of Attorney General. In the event that funds become no longer available, General Funds will not be requested to support this program.

We respectfully request your approval.

Vicki S. Quiram
for Thomas S. Burack
Commissioner

Greater Portland Council of Governments

RECIPIENT/SUB RECIPIENT AGREEMENT

Reference to: $455,000 DOE Award #DE-EE0006013

(This Agreement: Sub-Recipient Amount: $99,000)

THIS AGREEMENT is between the Greater Portland Council of Governments, the **Recipient,** a Maine 501 (c) (1) non –profit corporation and New Hampshire Department of Environmental Services (Granite State Clean Cities Coalition), the **Sub-recipient**, a State Government.

Agreement Period: Upon Governor and Council approval – January 31, 2014

GPCOG Contacts:

Technical:		**Business:**
Name:	Steve Linnell	Ann Thompson
Title:	Clean Cities Coordinator Director of Transportation & Energy Services	Finance Director
Address:	970 Baxter Boulevard, 2nd Floor Portland, ME 04103	970 Baxter Boulevard, 2nd Floor Portland, ME 04103
Telephone:	(207) 774-9891	(207) 774-9891
Fax:	(207) 774-7149	(207) 774-7149
Email:	slinnell@gpcog.org	athompson@gpcog.org

Name:	Jennifer Puser
Title:	Energy and Transit Planner
Address:	970 Baxter Boulevard, 2nd Floor Portland, ME 04103
Telephone:	(207) 774-9891
Fax:	(207) 774-7149
Email:	jpuser@gpcog.org

Sub-Regional Contacts:

Name:	Dolores Rebolledo
Title:	Coordinator
Address:	New Hampshire Department of Environmental Services Granite State Clean Cities Coalition 29 Hazen Drive Concord, NH 03302
Telephone:	(603) 271-6751
Email:	dolores.rebolledo@des.nh.gov

DUNS Number:	042828025
FEIN:	02-6000618

1.0 Purpose Statement

GPCOG (the Recipient) of the US Department of Energy Administration grant of which this sub-recipient agreement is predicated. The intent of this Agreement is to establish a Recipient/Sub-Recipient relationship that will provide the guidelines for the Recipient to work collaboratively with the other five (5) (the "Sub-Recipients") and permit the sharing of resources between the Parties. These collaborative efforts and sharing of resources are identified in the DOE grant award attached to this document.

2.0 Roles of the Parties

A description of the program activities and/or project(s), the collaborative efforts of the Parties, the services that may be required and the allocation of resources is contained in the Scope of Work attached hereto and identified as Schedule A. To the extent the Parties identify opportunities for future activities and projects, collaborative efforts and the sharing of resources, an amended Schedule A will be agreed to and incorporated consistent with the terms and conditions provided for herein. For purposes of the current joint activities and any subsequent activities, the Parties' authorized representatives will work collaboratively in developing budgetary documents (the "Budgets") as required in Schedule B. Additional monitoring and programmatic compliance obligations are contained in Schedules B, C and D and incorporated herein by reference.

In connection with this Scope of Work:

2.1 The Recipient shall, as provided for in Schedule A and DOE Recipient Agreement:
- (a) Make a sub-award of federal financial assistance (the "Sub-award");
- (b) Complete either directly or through sub-contracting such other Recipient obligations as specified;
- (c) Provide the administrative services to ensure Recipient's accurate and timely management of the resources devoted to the activities and projects; and
- (d) Assist and provide a reasonable level of support to assist the Sub-Recipient in complying with required reporting and/or monitoring obligations.

2.2 The Sub-Recipient shall, as provided for in Schedule A and DOE Recipient Agreement:
- (a) Deliver all products and services as specified;
- (b) Manage in all respects the sub-award consistent with representations made herein;
- (c) Monitor and provide feedback and quality assurance data regarding successful implementation of the activities and projects; and
- (d) Participate on a timely basis in all federal reporting and compliance obligations as provided for herein and in the attached Schedules C and D.

3.0 Outside Consultants

In accomplishing the activities described in Schedule A, the Sub-Recipient may, with the approval of the Recipient, contract with outside consultants as necessary to obtain the required expertise and services. In the absence of an alternative agreement between the Parties, the Sub-Recipient shall be responsible for the reasonable fees and expenses of such outside consultants.

4.0 Insurance and Indemnification N/A

5.0 Term and Termination

5.1 Term. This Agreement is effective upon Governor and Council approval – 1/13/2014. Absent a written modification stating otherwise, the Agreement will be renewed on the same terms and conditions as provided for herein, for an additional period 2/1/14 – 1/31/15 subsequent to DOE approval of additional funding.

5.2 Termination. Any allocation of federal funds and provision of services under the Sub-award may be terminated by the Recipient in whole or in part, for any reason the Recipient determines is in the best interest of the Recipient and/or the DOE grant. Absent cessation of funding, suspension or debarment of the Sub-Recipient as an eligible participant in the DOE grant resulting in the Recipient's right to immediately terminate, such termination shall be effective thirty (30) days following written notice to the Sub-Recipient and under such terms and conditions as provided for in said notice.

5.3 Post-Termination Obligations. Notwithstanding the termination of this Agreement, the Parties shall be required to carry out any provisions herein which contemplate performance by them (or either one of them) subsequent to such termination. A termination shall not affect any liability or obligation of the Parties to provide services and make payment for such services where an obligation has accrued prior to the termination. Such obligations may include, but are not limited to, any and all closeout procedures as may be required of either Party based on their receipt of federal financial assistance.

6.0 Dispute Resolution Mechanism N/A

7.0 Independent Contractor

Notwithstanding any of the provisions set forth in this Agreement, the Parties have entered into this Agreement solely for the purposes set forth and their relationship shall be that of independent contractors. Each Party shall be solely responsible for the manner and means by which it carries out its duties hereunder. Neither Party, nor its employees, consultants, agents and/or representatives shall have the power to bind the other Party and the employees, consultants, agents and/or representatives shall have the power to bind the other Party and the employees, consultants, agents and/or representatives shall not be construed for any purpose as subject to the control and direction of the non-employing Party. In the performance of its responsibilities or duties hereunder, the employees, consultants, agents and/or representative of one Party shall not represent themselves as employees of the other. The Parties agree, however, to cause their employees, consultants, agents and/or representatives perform their services in connection with this Agreement in good faith and in the best

interest of the collaborative goals of the Parties with a view toward maintaining and enhancing the reputation and good standing of all participants in this Agreement.

8.0 Authority

The executive and performance of this Agreement by each Party has been duly authorized by all applicable laws and regulations and all necessary corporate action. This Agreement constitutes the valid and enforceable obligation of each Party in accordance with its terms.

9.0 General

This Agreement, including any reference to schedules, contains the entire agreement of the Parties and supersedes all prior discussions, representations, understandings and agreements. Except as otherwise expressly provided herein, no waiver, modification, or amendments of this Agreement shall be effective without the express consent of the party to be so bound, as established by clear and convincing evidence. Whenever feasible, each provision of this Agreement shall be interpreted or modified in such a manner as to be valid and enforceable under applicable federal or state law. Headings contained herein are for convenience only and shall not affect the interpretation of this Agreement. This Agreement may be executed in counterparts.

10.0 Successor and Assigns

Neither Party shall assign or delegate all or any part of this Agreement without the written consent of the non-assigning Party.

11.0 Headings

The headings of this Agreement are inserted solely for the convenience of reference and shall in no way define, limit, extend or aid in the construction, extent or intent of this Agreement.

Recipient	Sub-Recipient
Greater Portland Council of Governments	New Hampshire Department of Environmental Services
By: Neal Allen	By: Thomas S Burack
Its: Executive Director	Its: Commissioner
Date: 4-02-13	Date: 4/17/2013

As to form, substance and execution.

Date: 4-18-13

By: Evan J. Mulholland

Removing Barriers, Implementing Policies and Advancing Alternative Fuel Markets in New England Grant - January, 15 2013 to January 14, 2015

Schedule A

Task	Responsibility (Partners)	Lead	Deadline
Task 1: Administration and Reporting		ME	
Task 2: Policy Initiatives			
Sub Task 2.1: Work w/ MPOs		MA	
Educate MPOs about alternative fuels and technologies for incorporation into municipal fleets	All 5 States		
Examine MPOs' Transportation Plans to identify barriers to alternative fuels and technologies	ME, MA, VT		
Hold Meetings with MPOs to focus on and educate about alternative fuels and technologies	All 5 States		
Perform a literature review of each MPO for existing language on alternative fuels and technologies	All 5 States		
Meet with 20 largest MPOs about alternative fuels, technologies and infrastructure	All 5 States		
Provide electronic resources for all MPOs for alternative fuels and technologies	All 5 States		
Sub Task 2.2: Draft Model Policy Language		HEC/ME	
Address fuel taxation issues with proposed legislation and regulations	Hydrogen Energy Center		
Address regulatory barriers for AFV infrastructure	Hydrogen Energy Center		
Identify existing codes/standards of licensing of AFV infrastructure	Hydrogen Energy Center		
Create state level guidelines for streamlined permitting for AFV infrastructure	Hydrogen Energy Center		
Identify and propose new laws and regs that are barriers to AFV station operators.	Hydrogen Energy Center		
Identify existing codes/standards related to licensing of AFV conversion & maintenance facilities	Hydrogen Energy Center		
Draft revisions to federal regs to encourage conversions to AFV	Hydrogen Energy Center		
Create an outline of federal and state laws/regs for fuel quality assessment/labeling	Hydrogen Energy Center		
Task 3: Barrier Reduction Initiatives			

Sub Task 3.1: Fleet Managers' Survey	All 5 States	VT/MA	
Sub Task 3.2: Research Barriers to the transport of alternative fuels	All 5 States	MA	
Develop a Regional document that lists all state regulations related to the transport of alternative fuels	All 5 states	MA	
Task 4: Safety & Training Initiatives			
Sub Task 4.1: Propane and CNG First Responder Training Workshops (1 each state)	All 5 States	RI	
Sub Task 4.2: CNG Fuel System Vehicle Inspector Certification Training (XX & XX)	2 States	NH	
Sub Task 4.3: Biodiesel Workshops for Diesel Technicians (1 each state)	All 5 States	RI	
Task 5: Market Development & Outreach Initiatives			
Sub Task 5.1: Develop a Biodiesel Regional Workgroup (1 each state)	All 5 States	NH	
Sub Task 5.2: Develop a "Clean Fleets" Program for New England	All 5 States	VT	
Sub task 5.3: CNG Workshops for Fleets	All 5 States	Emerald Energy	

Removing Barriers, Implementing Policies and Advancing Alternative Fuel Markets in New England Grant - January, 15 2013 to January 14, 2015

			Quarter 1			Quarter 2			Quarter 3			Quarter 4			Quarter 5			Quarter 6			Quarter 7		
Workshops Only	Responsibility (Partners)	Lead	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14
Task 4: Safety & Training Initiatives																							
Sub Task 4.1: Propane and CNG First Responder Training Workshops (1 each state)	All 5 States	RI																					
Sub Task 4.2: CNG Fuel System Vehicle Inspector Certification Training (NH & ?)	2 States	NH																					
Sub Task 4.3: Biodiesel Workshops for Diesel Technicians (1 each state)	All 5 States	RI																					
Task 5: Market Development & Outreach Initiatives																							
Sub Task 5.1: Develop a Biodiesel Regional Workgroup (1 each state)	All 5 States	NH																					
Sub task 5.3: CNG Workshops for Fleets	All 5 States	Emerald																					

Schedule B

Financial and Programmatic Monitoring

A. Operational Budget

For purposes of this Agreement, the Sub-Recipient shall provide a copy of its operating budget.

B. Financial Monitoring

No later than the 15th day following the last day of the calendar quarter, Sub-Recipient shall provide documentation in connection with any of the following checked below.

__X_ Financial documentation including validation of payroll costs associated with the activities and other in-kind services not otherwise recorded.

__X_ Timesheets;

__X__ Selected portions of the general ledger as related to the activities described herein; and/or

__X__ Invoices, purchase orders or related documentation verifying incurred costs.

__X__Federal reports per DOE F 4600.2 "Federal Assistance Reporting Checklist located in Schedule E.

Such documentation may also be reviewed and obtained by a Sub-Recipient site visit conducted by the Recipient or its representatives.

Sub-Recipient shall provide a copy of its annual (audited, if required) financial statements.

C. Programmatic Monitoring

Sub-Recipient shall provide the following upon request:

__X__ A narrative progress report related specifically to the activities described in Schedule A and any other DOE related activities and/or projects;

__X__ Programmatic literature, curricula, marketing and promotional materials and such other business records related to the activities.

__X__ Sub-contracts used in connection with federal funding and the activities and/or projects;

___ Documentation of shared employee activities where applicable; and,

__X__ Such other documentation as may be required by the Recipient pursuant to federal funding audit guidelines.

Schedule C

Recipient/Sub-Recipient Standard Terms and Conditions

Unless expressly excluded, all obligations of the Recipient's cooperative Agreement in connection with its receipt of federal funding shall apply to the Sub-Recipient, except those that require direct contact between Recipient and the Federal Government and shall include Federal, Commerce Department and EDA regulations. The Parties specifically agree as follows:

Access to Records. The Sub-Recipient shall maintain all books, documents, payrolls, papers, account records and other evidence pertaining to the costs incurred and resources made available under this Agreement and to make such records available at its offices at all reasonable times during the period of this Agreement, and for three years from the date of the expiration of this Agreement or the Recipient's funding period, whichever occurs later. Consistent with all reporting and audit obligations, a Sub-Recipient shall maintain for the benefit of the Recipient the records in such a manner so as to permit for inspection by the Recipient's authorized representative and copies of such records shall be furnished in a timely manner upon request.

Financial Accounting. As required, the Sub-Recipient shall utilize Generally Accepted Accounting Principles (GAAP) in conducting its affairs under this Agreement.

Characterization and Use of Shared Resources. In making available to recipient the Sub-Recipient's non-federal resources, the characterization, control of and use of such resources (cost share) by a Sub-Recipient will be consistent with all requirements provided for under federal and state laws, rules and regulations applicable to DOE Program participants.

Programmatic Resources. Pursuant to its Cooperative Agreement, Recipient, as result of joint programmatic activities pursued with both the Sub-Recipient and third party partners, may utilize as eligible cost share qualified contributions and expenditures incurred by such parties. The ability of the Recipient to utilize such contributions and expenses as qualified cost share is based, in part, on the purpose and activities contemplated under the terms of this Agreement, including the agreed upon and any revised Scopes of Work; and the manner in which the DOE programmatic activities are conducted. In such instances and where contributions are made available to the Recipient for purposes of its cost share commitment, the Parties will work collaboratively in determining that the costs and expenditures are both consistent and demonstrate compliance with DOE mission activities and budgetary requirements. In all instances, Recipient shall be responsible for and have final authority as to the eligibility and characterization of such contributions and expenditures as a portion of the Recipient's federal cost share obligation.

Federally Acquired Assets. Sub-Recipient hereby grants the Recipient a security interest (the "Security Interest") in any and all assets acquired by the Sub-Recipient with the funding provided for under the terms of this Sub-award. Said Security Interest shall continue in effect and will be secured in its entirely until such time as the Recipient and Sub-Recipient have met all their final federal reporting and compliance obligations under the terms of this Agreement and applicable federal law. Based upon this Security Interest, the Sub-Recipient hereby acknowledges and consents that to the extent legally permissible, the Recipient may, prior to the distribution of any future federal funds, offset against such future funding all prior amounts that may be due and owing by Sub-Recipient to Recipient under the terms of this Agreement.

Confidentiality and Non disclosure. During the term of this Agreement and thereafter, neither Party shall, without the express prior written consent of the non-disclosing Party, use for itself or others, or disclose to others, any proprietary information as identified by the non-disclosing Party except to the extent necessary to perform their duties under the terms of this Agreement. It is agreed and acknowledged that the proprietary information as may be identified by the Parties is valuable, special and unique, and further agreed that the proprietary information is private, confidential, and the sole property of their identifying Party. The Parties shall use reasonable diligence in protecting the confidentiality of all proprietary information which is possessed by or made available to it. In addition, the Parties agree that they will not use any proprietary information regarding one another while performing services for others.

For the purpose of this Agreement, "Proprietary Information" shall mean any documentation, material or information of a confidential nature, which relates to the current activities of the Parties, the existing or proposed business and their customers, whether such information is created by the Party or by others. "Proprietary Information" shall include, without limitation, the identity of, and any information pertaining to, any former or existing customers or other parties transacting business with the Recipient and Sub-Recipient; customer lists and customer files; operation, administrative and training materials ; operation methods and information; accounting, financial and planning techniques; marketing materials and information; internal publications and memoranda; computer software and systems; and any other service, product, equipment, financial, license, marketing or customer information relating to the Parties or the business of the Parties, that is not generally known to those outside and that is not readily ascertainable by proper means by others outside; and all documentation and other information relating to any of the above.