

WORKFORCE DEVELOPMENT TRAINING FUND GRANT
Company Legal Name

This Grant is hereby entered into by Company Name., (“Grantee”); and the Idaho Department of Labor (“Department”). In consideration of the covenants hereinafter expressed, the parties agree as follows:

- 1. GRANTEE ADDRESS & PROJECT LIAISON.** Grantee’s address and liaison administratively responsible for this Grant are listed below. The liaison shall be available to the Department to provide information or discuss matters pertaining to this Grant. The liaison can be contacted at the following address and telephone number:

Liaison: Contact	Phone Number: 999-999-9999	Email: Contact.name@email.com
Company Address: No and street City, State 00000		FEIN: 99-9999999

- 2. OBLIGATIONS & COMPENSATION.** Grantee shall perform all work that may be reasonably inferred from the terms of this Grant and its Attachments, whether or not it is specifically described therein. Grantee shall pay for all costs Grantee incurs in the performance of this Grant. Grantee shall be reimbursed for actual approved training costs at an average cost of \$X,000.00 for each permanent fulltime position created, with no individual trainee cost exceeding 200% of the average amount, for a total grant of Workforce Development Funds not to exceed **\$XX,000**. All work must be complete as billed and Grantee shall be liable for any discrepancy in documentation. All payments to Grantee shall be made through warrants issued by the Department after the submission of a Workforce Development Training Fund Expense Report and supporting invoices to:

Department Contact: Grant Manager	Phone Number: 208-332-3570	Email: Grant.Mgr@labor.idaho.gov
Department Address: 317 West Main St., Boise, ID 83735		

- 3. PROJECT DESCRIPTION.** Grantee is a manufacturer Insert information here from application. Grantee shall receive Workforce Development Training Funds to assist with the creation and training of ten (10) new permanent full-time positions for its facilities in City, Idaho. Grantee agrees to list current job openings with the Department.

4. PROJECT OBJECTIVES

A. Grantee shall create 10 permanent fulltime positions at an average wage rate of \$XX.XX per hour plus employer assisted medical benefits. These new positions will be in addition to Grantee's current position level of 50 for a total position count of 60 by December 31, 2018. Grantee acknowledges that reimbursement for training expenses will only be issued by the Department for those positions that receive approved training, employer assisted medical benefits and pay at least \$12.00 per hour. Grantee further acknowledges that temporary and contract positions will not qualify for reimbursement. The positions to be created and the rates of pay are as follows:

Position Title	Number	Starting Wage
Production Supervisor	1	22.00
Technical Designer	1	19.00
Program Manager	1	17.50
Material Handler/ Forklift	1	12.50
Machine Operator/ Forklift	1	16.50
Painter/ Forklift	1	14.50
Quality Control/ Forklift	1	16.50
Assembler II	1	14.50
Assembler I	1	12.50
Safety Officer/ Forklift Trainer	1	15.00
Total	10	\$XX.XX avg. wage

B. Grantee shall retain in full-time employment all trainees successfully completing the training program, provided such trainees are performing in accordance with Grantee's company standards. Notwithstanding the foregoing, Grantee shall not be obligated to retain employees in full-time employment after a period of one year from the date they completed the training program. Should Grantee terminate an employee before the expiration of one-year from the date the employee completed the training program for reasons unrelated to employee performance, then Grantee shall not be in default of this Grant but shall be obligated to repay to the Department any training funds received for the terminated employee. Repayments may be made through offset to other eligible training reimbursements if available. This provision is not for the benefit of any individual trainee or employee, and trainees and employees shall have no rights against Grantee as a result of this provision.

C. Grantee agrees to submit all new hires to the New Hire Report at <https://labor.idaho.gov/newhire>. If a trainee's social security number is not found in the Department's Unemployment Insurance wage data or on the New Hire Report, Grantee understands and agrees that reimbursement for that trainee cannot be made.

5. TRAINING PLAN AND SCHEDULE. Grantee shall provide the positions listed in Section 4 with individualized skill training as required by their job classifications. Training shall be provided to all identified employees and be completed by December 31, 2018. To accomplish the aforementioned objectives, Grantee will provide employees with the following job specific training:

Vendor Training:

Title of Training	Specific Skills Gained	Position Title(s)	Vendor Name
OSHA	OSHA Safety in Manuf. Environment	Production Supervisor, Material Handler	OSHA
Underwriters Laboratories	UL Certification training for machine operation	All except Painter	Underwriters Laboratories
Red Cross 1st Aid	Red Cross 1st Aid	All 10 employees	Red Cross
Lean Manufacturing	Lean Manufacturing/5S for a manufacturing environment	All 10 employees	TECHHELP
Epicor Manufacturing Online University Certification	Software training for manufacturing process, online modules- Job Management	All except Painter and Installer	Epicor Manufacturing Online University
Epicor Manufacturing	Epicor- Material Requirement Planning	Program Manager, Mat.Handler Production Supervisor	Epicor Manufacturing Online University
Epicor Manufacturing	Epicor- Engineering Module	Technical Designer	Epicor Manufacturing Online University

Internal Training:

Title of Training	Specific Skills Gained	Position Title(s)	Vendor Name
Forklift Certification	Forklift Operation Training by one-on-one by a certified Forklift Operator	(9) All positions but Tech Designer	Toyota National Trainer & Internal Trainer

6. EVALUATION AND REPORTING REQUIREMENTS. The training project will be evaluated, in part, on the basis of the following performance measures: number trained, actual training cost per trainee, number of trainees placed or retained in employment, trainee wages prior to and on completion of training, and the impact of training on workers' skills. Grantee shall provide all reports required in Exhibit 2, which is incorporated by this reference. Grantee authorizes Grantor to verify the reports.

- 7. **PROJECT BUDGET.** Attached hereto as Exhibit “1” and incorporated herein is the Itemized Project Budget. All reimbursement requests must be made within approved Project Budget categories. Grantee shall not use funds received pursuant to this Grant to support trainees’ wages. The cost of equipment shall not be considered a reimbursable cost unless specifically itemized in the approved Project Budget.
- 8. **IDENTIFICATION CODES.** Grantee shall use the following identification code on all expense and progress reports: **XXXX-B31-145**
- 9. **GRANT AND ATTACHMENTS EMBODY ENTIRE AGREEMENT.** The parties warrant by their signature that they have read and will comply with the Provisions and Assurances attached to this Grant as Attachment “A.” This Grant and Attachment “A” embody the whole agreement of the parties and there are no other provisions, terms, conditions, or obligations. This Grant and Attachment “A” shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

This Grant began on the 1st day of January 2016, and shall terminate on the 31st day of December 31, 2018.

COMPANY LEGAL NAME.

By _____ Date _____
 Its _____

IDAHO DEPARTMENT OF LABOR

By _____ Date _____
 Its _____

IDAHO DEPARTMENT OF COMMERCE

By _____ Date _____
 Its _____

**Exhibit 1
Itemized Project Budget**

WDTF

<u>Training Type</u>	<u>Cost</u>
Vendor Training	\$00,000.00
Internal SOJT Training	\$000.00
TOTAL	\$00,000.00

Budget Narrative:

VENDOR TRAINING:

Title of Training	Position Title(s)	Vendor Name	Total Training Fee
OSHA	Production Supervisor, Material Handler	OSHA	\$ 350
Underwriters Laboratories	All except Painter	Underwriters Laboratories	\$ 800
Red Cross 1st Aid	All 10 employees	Red Cross	\$ 200
Lean Manufacturing	All 10 employees	TECHHELP	\$9,800
XYZ Manufacturing Online University Certification	All except Painter and Installer	XYZ Manufacturing Online University	\$6,400
ABC Manufacturing	Program Manager, Mat.Handler Production Supervisor	ABC Manufacturing Online University	\$1,200
TDU Manufacturing	Technical Designer	TDU Manufacturing Online University	\$ 400

INTERNAL TRAINING:

Title of Training	Position Title(s)	Vendor Name	Total Training Fee
Forklift Certification	(9) All positions but Tech Designer	Toyota & Internal Trainer (\$18/hr x 36 hours)	\$648

Exhibit 2
Required Reporting Instructions

Grantee shall submit the information required in accordance with these instructions. Grantor will provide blank electronic forms to Grantee after execution of the Grant.

Each of these forms must be emailed to XXXX@labor.idaho.gov.

WDTF 03, 04, and 05 must be submitted on a password-protected Excel spreadsheet, as more fully explained below.

Grantor will reject forms that are not submitted in accordance with these instructions.

Failure to follow these instructions could lead to civil liability regarding the securing of Personal Identification Information.

Reimbursement Requests shall be due by the 10th day of the 1st month following the end of each calendar quarter. Quarterly time periods shall be defined as January through March, April through June, July through September, and October through December. Pursuant to Idaho Code, Section 72-1347B and to evaluate progress toward achievement of program objectives and to verify employment of trainees, prior to Grantor providing reimbursement, Grantee shall include with each Quarterly Reimbursement Request a completed Workforce Development Training Fund Part 1, and Part 2 (WDTF01-02), WDTF Reimbursement Training Spreadsheet (WDTF-03), and Hire Report (WDTF-04), and the Quarterly Progress Report (WDTF-05).

WDTF 01-02 Workforce Development Training Fund Part 1, Part 2:

- A. The first page is the **WDTF01**; this requires the Grantee's signature as well as reimbursement request amount.
1. *Year to date cash disbursed under this Grant* is the amount the Grantee has spent on training approved under the Grant to date. This number will match column 3 on the second page.
 2. *Year to date cash received from IDOL* is the amount Grantee has already been reimbursed for training by IDOL
 3. *Difference*: is the year to date cash disbursed minus year to date cash received, which equals your reimbursement request. This number will match column 2 on the second page.
- B. The second page is the **WDTF02**, this tracks the budget amounts, disbursements, and balance
1. Column 1 shows the budget amount for the specific training category. This is copied from Exhibit 1 of the WDTF Grant.
 2. Column 2 shows the amount, by training category, the Grantee is requesting reimbursement for during the current reporting period.
 3. Column 3 shows the amount, by training category, the Grantee has spent to date; this includes the amount in Column 2 plus previous expenses the Grantee has already been reimbursed for.
 4. Column 4 will show the balance for each training category which is column 1 (total budget amount) minus column 3 (amount spent to date)

WDTF-03 Reimbursement Spreadsheet Instructions:

WDTF-03 must be submitted on a password-protected Excel spreadsheet submitted to [\\$\\$\\$\\$@labor.idaho.gov](mailto:$$$$@labor.idaho.gov). Grantee shall provide the password in a separate email to an address provided by Grantor.

This form requires the following information:

1. The name of each trainee and their social security number,
2. Title of Training provided and Specific Skills Gained,
3. Type of Credential, Certificate, License, or Skills Badge received,
4. Vendor Provided Training Cost for employee(s) to be reimbursed,
5. Internal Training Cost for employee(s) to be reimbursed,

Vendor invoices must be submitted to document expenses. All internal structured on the job training must be documented on the **WDTF Reimbursement Spreadsheet** (WDTF-03) including all expenses to be considered for reimbursement. This form mirrors specific variables of the training plan submitted in your WDTF application and contract, and is intended to provide a seamless transition of data regarding training and expenses for each employee trained.

WDTF-04 Hire Report Instructions:

WDTF-04 must be submitted on a password-protected Excel spreadsheet submitted to [\\$\\$\\$\\$@labor.idaho.gov](mailto:$$$$@labor.idaho.gov). Grantee shall provide the password in a separate email to an address provided by Grantor.

1. List company Federal ID number and Unemployment Insurance number.
2. *Number of New Positions Created to Date:* list the number of full-time positions paying \$12 per hour or more that have been created and/ or retrained.
3. *Number of Workers Trained to Date:* list the number of full-time workers earning \$12 per hour or more who have received training. This number could be more than the number of positions created/retained.
4. *Total Number of Positions in Idaho to date:* list the number of full-time positions paying \$12 per hour or more available at your company to date.
5. List employee information to include; name, hire date, Social Security Number (SSN), position title, training start date, training end date, current wage and employment status. The workers full SSN is required for validation purposes.

WDTF-05 Quarterly Progress Report Instructions:

In the event no quarterly reimbursable costs were incurred, instead of submitting a Quarterly Reimbursement Request, Grantee shall submit a Quarterly Progress Report explaining why training has not occurred and identify any barriers Grantee may have in providing the required training. This report shall follow the same schedule as the Quarterly Reimbursement Requests and must be submitted using the WDTF Quarter Progress Report form.

If you need assistance, please email: Grant.Mgr@labor.idaho.gov

ATTACHMENT A

WORKFORCE DEVELOPMENT TRAINING FUND GRANT PROVISIONS AND ASSURANCES

SECTION 1 - GRANT PURPOSE

The purpose of the Training Fund established under Idaho Code § 72-1347B is to provide or expand training and retraining opportunities that would not otherwise exist for Idaho's workforce. The Training Fund is intended to supplement, but not to supplant or compete with money available through other existing training programs.

SECTION 2 - DEFINITIONS

The words defined below shall have the meaning set forth when used in this Grant:

2.1 **TRAINEE.** An individual who receives occupational skills training from Grantee with funding provided in whole or in part from the Training Fund.

2.2 **UNALLOWABLE COSTS.** Any charges to the Grant that are determined to be unallowable under state law, federal law, or the terms and conditions of this Grant.

2.3 **WRITTEN NOTICE.** Any notice, request, claim, or other document which is required by this Grant to be written shall be deemed to be given when it is personally delivered or sent by certified mail to the address of the party set forth in this Grant.

SECTION 3 - TRAINING PROJECT REQUIREMENTS

3.1 Training projects must emphasize job skill training. Basic skill training and training in quality practices will only be allowed in conjunction with job skill training.

3.2 Training must be for full time employment. Training of temporary or part-time employees shall not be supported with Grant funds.

3.3 If the occupation for which training is being conducted is covered by a collective bargaining agreement, union concurrence is required.

3.4 If new jobs are created through the use of Grant funds, Grantee shall list those job openings with the Idaho Department of Labor's nearest local office.

SECTION 4 -RELATIONSHIP OF THE PARTIES

4.1 Grantee shall be and shall remain an independent Grantee with full authority, consistent with the other terms of this Grant, to select the means, methods and manner of providing

the work called for by this Grant. Grantee shall have full responsibility for all work and materials required and contemplated by this Grant, and nothing herein shall be construed or interpreted to create a principal-agent, master-servant, or joint venture relationship of any kind or degree between Grantee and any governmental agency.

4.2 Notwithstanding the provisions of paragraph 4.1 above, Grantee agrees that it will provide all work and materials contemplated by this Grant in strict compliance with the terms of this Grant and all Attachments hereto, and that the work and materials to be performed or provided by Grantee are subject to continuing scrutiny, inspection, and approval by the Idaho Department of Labor as being services or activities that meet the purposes of the Training Fund.

4.3 Grantee agrees that, in relation to this Grant, it will cooperate fully with all governmental agencies, including the Idaho Department of Labor, and that it will coordinate its work as necessary and as may be directed by the Idaho Department of Labor. In the event an inconsistency exists, the parties will promptly meet to discuss a mutually acceptable resolution before other remedies under this Grant are exercised.

4.4 Grantee agrees to pay when due, all wages, salaries, obligations or other indebtedness to all persons employed pursuant to this Grant.

4.5 Grantee agrees to pay when due, all applicable taxes and obligations imposed on Grantee as a result of work performed pursuant to this Grant, including but not limited to, tax and contributions for unemployment insurance, workmen's compensation, social security, and other taxes and liabilities imposed by the United States Government or any state or other governmental agency.

4.6 Grantee agrees to pay promptly all valid claims, penalties, interest and costs that may be assessed against Grantee under the laws or regulations of any governmental agency as a result of work performed under this Grant or as a result of a breach of this Grant.

SECTION 5 - SUBGRANTING FOR WORK OR SERVICES

None of the work covered by this Grant shall be subcontracted without the prior written approval of the Idaho Department of Labor. Any work subcontracted hereunder shall be subject to all the provisions of this Grant.

SECTION 6 - COVENANT AGAINST CONTINGENT FEES

Grantee warrants that no person or agency has been employed or retained to solicit or secure this Grant for a commission, percentage, brokerage or contingent fee, to be paid from training funds received under this Grant or from any other source. For breach of this covenant, the Idaho Department of Labor shall have the right to annul this Grant without liability, or at its discretion, to deduct from the Grant said cost or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 7 - AVAILABILITY OF FUNDS

7.1 It is understood that all funding and payments made pursuant to this Grant are contingent upon the availability of training tax funds collected pursuant to § 72-1347B, Idaho Code, as well as continued authorization for the Training Fund from the Idaho State Legislature. In the event the Training Fund is reduced or terminated or no longer has sufficient funds or a positive balance, the financial participation of the Idaho Department of Labor shall be reduced accordingly or terminated at the discretion of the Director of the Idaho Department of Labor.

7.2 The total cost to the Idaho Department of Labor for the performance of this Grant shall not exceed the amount agreed upon as the maximum payment to Grantee for the work, services, activities and materials to be provided. If at any time during the Grant period Grantee has reason to believe that the total cost for the performance of this Grant may exceed the budget, Grantee shall promptly notify the Idaho Department of Labor in writing with a comprehensive explanation of the need for a budget increase and provide an itemized estimate of the proposed cost increases. The Idaho Department of Labor may negotiate an amendment to revise the Grant amount, or terminate the Grant. Any increase in the Grant amount must be approved by the Director of the Idaho Department of Labor and the Director of the Idaho Department of Commerce.

7.3 It is understood and agreed that the Idaho Department of Labor and the Idaho Department of Commerce are government entities of the State of Idaho, and this Grant shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature or the United States Congress as may exist from time to time. In the event the Legislature of the State of Idaho or the United States Congress fails, neglects, or refuses to appropriate such funds as may be required and designated to continue payments for this Grant, this Grant shall be at such time automatically terminated and at an end. All future rights and liabilities of the parties hereto shall thereupon cease within thirty (30) days after written notice to Grantee.

SECTION 8 - COST CATEGORIES AND BUDGET GUIDELINES

8.1 Expenditures allowed pursuant to this Grant are training costs, which may include: training seminars, tuition, fees, books and classroom materials, instructor wages and benefits, instructor and trainee travel at State of Idaho per diem rates, reasonable equipment lease and rental costs during the training project period, rent of training facilities, reasonable cost of both pretraining and post training assessment of trainees, costs of curriculum development, authorized training equipment, and other reasonable costs related to approved training.

8.2 Ineligible expenditures include, but are not limited to, the cost of preparing the proposal, trainees' salaries, and unauthorized equipment.

8.3 All trainee travel must be itemized in the Project Budget. No trainee travel will be reimbursed with Grant funds for any purpose other than training as specified in the Project Budget. Trainee travel outside Grantee's geographic location is not reimbursable unless approved as specified in the Project Budget.

SECTION 9 - ACCOUNTING SYSTEM

Grantee shall furnish and maintain a financial management system in accordance with generally accepted accounting principles that provides for:

- a) Accurate, current, and complete disclosure of the financial results of Grant activities;
- b) Ability to identify adequately the source and application of Grant funds;
- c) Effective control over and accountability for all Grant funds;
- d) Comparison of actual Grant expenditures or earnings with budget amounts;
- e) Accounting records that are supported by source documentation and provide for proper allocation among the allowable expenditures; and
- f) Fiscal accounts maintained in a manner sufficient to permit the reports required by the Idaho Department of Labor to be prepared therefrom.

SECTION 10 – FINAL ACCOUNTING, FINAL PAYMENT AND REPAYMENT

10.1 Grantee shall submit to the Idaho Department of Labor an invoice marked “FINAL,” not later than sixty (60) days after the termination date of this Grant. Notwithstanding any terms and conditions or other provisions contained in the final invoice or any accompanying correspondence, the final invoice constitutes Grantee’s final request for reimbursement and upon its payment by the Department, a release by which Grantee does release and discharge the Department, its officers, agents and employees from any and all obligations to make reimbursements under the terms and conditions of this Grant. Both Grantee and the Department understand that all payments are provisional and are subject to adjustment as a result of an adverse audit finding concerning this Grant. In the event Grantee fails to submit either a final invoice or request for a no-cost extension within the time frame established above, the Department shall consider the last regular invoice to be the final invoice and the date of the invoice to be the Grant’s completion date. Both Grantee and the Department agree that the Department will not deem any costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the Department and such invoices will not be paid.

10.2 Within sixty (60) days of receipt of the final invoice from Grantee, the Department of Labor shall pay any amount that may be found to be due and owing Grantee pursuant to the terms of this Grant.

10.3 In the event Grantee has received any amount pursuant to this Grant in excess of that to which it was entitled, Grantee shall, within sixty (60) days of the termination of the Grant, repay to the Idaho Department of Labor any overpayment. If repayment of the overpayment to the Department is not made within the sixty (60) day period, the Department shall be entitled to commence a civil action to collect the overpayment, and in such an event, Grantee shall be responsible for and agrees

to pay all costs of collection, including reasonable legal fees, expenses, court costs, witness, expert and consulting fees.

SECTION 11 - AUDIT

11.1 Grantee agrees to maintain books, records, documents, and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. The Idaho Department of Labor or its duly authorized representative shall have access to any of Grantee's books, documents, or records that are directly pertinent to this specific Grant. Access to records includes the right to review, audit, inspect, and make copies and transcriptions.

11.2 Grantee agrees to maintain all books, records, and other documents relevant to this Grant for six (6) years after final payment. It is agreed that if an audit, litigation or other action involving records is initiated before the six (6) year period has expired, the records shall be retained until all issues arising out of such actions are resolved.

11.3 Grantee agrees in case of the termination of the existence of Grantee by bankruptcy or any other reason, that all program and fiscal records related to this Grant in Grantee's possession shall be provided to the Idaho Department of Labor and shall become the property of the Department.

11.4 The requirements of this section shall be included in all approved subcontracts and assignments.

SECTION 12 - PROHIBITED ACTIVITIES

12.1 Political Activities. No funds received from the Training Fund shall be used directly or indirectly for any political activity. Grantee shall not directly or indirectly cause or attempt to cause any person to make a contribution of a thing of value, including services, for the benefit of any political cause, candidate or any political party, by means of the denial or deprivation or the threat of the denial or deprivation of any employment or benefits funded under the Training Fund.

12.2 Lobbying Prohibited. Funds provided under this Grant shall not be used to support or defeat governmental candidates in any election or to support or defeat any national, state, county or municipal legislation, ordinances or policies.

12.3 Theft, Embezzlement, Improper Inducement, Obstruction of Investigations, Incident Reports. Grantee agrees to adhere to the following provisions:

- a) Grantee shall not knowingly embezzle, willfully misapply, steal or obtain by fraud any of the monies, funds, assets, or property provided by this Grant;
- b) Grantee shall not induce any trainee to give up any money or any other thing of value under threat of dismissal;

- c) Grantee shall not willfully obstruct or impede an investigation or inquiry arising from activities under this Grant;
- d) Grantee shall immediately report to the Idaho Department of Labor all alleged or suspected incidents of fraud, abuse, or other criminal activity relating to the performance of this Grant; and
- e) Grantee shall not solicit or accept unlawful or illicit gratuities, favors or anything of monetary value relating to the performance of this Grant.

12.4 Nondiscrimination and Equal Opportunity. As a condition of the award of financial assistance from the Training Fund, the Grantee assures, with respect to the operation of the Grant or arrangements to carry out the work contemplated herein, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; the Idaho Human Rights Act at Chapter 59, Title 67, Idaho Code, and with all other federal, state and local laws, and all applicable requirements imposed by regulations implementing those laws. The Idaho Department of Labor shall have the right to seek judicial enforcement of this assurance.

12.5 Sexual Harassment Policy. It shall be the policy of Grantee to forbid absolutely the sexual harassment of any trainee. Additionally, a person who is qualified for but denied an employment or training benefit under this Grant because of another's submission to sexual harassment is protected by this policy.

SECTION 13 - SAFETY PRECAUTIONS

13.1 OSHA Compliance. The State of Idaho and its officers, employees and agents assume no responsibility with respect to any accident, illness or claims arising out of any work, services, or activities undertaken due to or with the assistance of funds provided under this Grant. Grantee is expected to take reasonable steps to insure or protect itself and its personnel. Health and safety standards established under state and federal law, otherwise applicable to the working conditions of Grantee's employees, shall be equally applicable to the working conditions of Grantee's trainees.

13.2 Work Place Compliance. Trainees involved or engaged in work pursuant to this Grant shall not be required or permitted to work, be trained or receive services in buildings or surroundings or under conditions that are unsanitary, hazardous or dangerous to their safety or health. Grantee agrees to indemnify and hold harmless the State of Idaho and its officers, employees and agents from any claims, suits, actions or obligations arising as a result of injury or illness of any employee, agent, officer, person, or trainee connected with Grantee.

SECTION 14 - DISPUTES

Grantee agrees to attempt to resolve disputes arising from the Grant by alternative dispute resolution such as negotiations, in lieu of litigation. Continued performance during disputes is assured, unless or until a notice of suspension or termination or default is received. Any dispute concerning a question of fact or law arising under this Grant that is not settled by informal means shall be decided by the Director of the Idaho Department of Labor who shall render his decision in writing to Grantee, which decision is binding upon all parties to this Grant or otherwise affected by this Grant.

SECTION 15 - OWNERSHIP OF INFORMATION

All rights and title to data, technical data, or materials developed or generated under the terms of this Grant by Grantee shall vest in Grantee. Grantee agrees not to market or make commercially available any information or materials developed or generated under the terms of this Grant. The requirements of this Section are to be included in all approved subcontracts and assignments.

SECTION 16 - TIME OF PERFORMANCE

Grantee agrees that this Grant is effective no earlier than the date set out herein and the Director of the Department of Labor and the Director of the Department of Commerce, or their designees, have signed the Grant. Neither Grantee nor its organization shall perform services or purchase materials under the terms of this Grant until the Grant period has begun. Neither the Idaho Department of Labor nor the Idaho Department of Commerce shall be liable or in any way responsible for services rendered to or materials purchased for Grantee prior to the effective date of this Grant.

SECTION 17 - ACCEPTANCE OF WORK

Performance under this Grant is to be accomplished to the satisfaction of the Idaho Department of Labor. The Department of Labor will determine the acceptability of performance of all work performed by Grantee.

SECTION 18 - INDEMNIFICATION

Grantee shall defend, protect, and hold harmless the State of Idaho and its officers, employees, and agents against all claims, suits or actions arising from any act of omission or commission of Grantee or any of its employees, trainees or agents while performing any work, services, or activities, or providing any materials relating to or in connection in any way with the performance of this Grant or its agreements with trainees serviced under this Grant.

SECTION 19 - GRANTEE'S DEFAULT

19.1 Default Causes. The Idaho Department of Labor may terminate this Grant and all rights, liabilities and obligations due hereunder, at any time, for the following nonexclusive reasons, any one of which shall constitute a default:

- a) Grantee refuses or neglects or is unable to provide the work or materials contemplated by this Grant;
- b) Grantee fails to provide the work or materials contemplated by this Grant in a timely manner;
- c) Grantee fails to comply with any one or more of the terms of this Grant, or performs in bad faith;
- d) Grantee is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of its creditors;
- e) A trustee or receiver is appointed for Grantee or for any of its property;
- f) Grantee files a petition to take advantage of any debtor's relief act or to reorganize itself under the Bankruptcy Act or similar laws;
- g) Grantee fails to timely pay any payments for any reason as contemplated herein;
- h) Grantee disregards any applicable statutes, ordinances, rules, directives, or orders of any governmental entity.

19.2 Department of Labor's Right to Terminate if Emergency Exists. If events or acts constituting a default of the Grantee represent a threat to the lives, safety, health or well-being of any person, the Department of Labor may immediately declare this Grant terminated notwithstanding the provisions of Section 21.

19.3 Notice of Default. If the acts or events constituting a default of Grantee do not represent a threat to the lives, safety, health or well-being of any person, Grantee shall be entitled to receive written notice from the Department of Labor specifying the grounds for the default. If Grantee does not cure the defects that gave rise to the default within five (5) working days after receipt of written notice, the Department of Labor may immediately thereafter declare the Grant terminated pursuant to Section 21.

SECTION 20 - SUSPENSION

The Idaho Department of Labor may, upon 30 days written notice to Grantee, suspend this Grant in whole or in part if it is determined that suspension is in the best interest of the Department of Labor, or if Grantee has materially failed to comply with the terms and conditions of this Grant or is otherwise in default. No obligations incurred by Grantee during such period of suspension shall be

allowable under the suspended Grant, except that the Idaho Department of Labor may, at its discretion, allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension. Appropriate adjustments to payments under the suspended Grant will be made either by withholding payments or by not allowing Grantee credit for disbursements that are made in liquidation of authorized obligations incurred during the period of suspension. Suspension of the Grant shall remain in effect until Grantee has taken corrective action to the satisfaction of the Department of Labor, or given assurances satisfactory to the Department of Labor that corrective action will be taken, or until the Department of Labor terminates the Grant.

SECTION 21 - TERMINATION OF GRANT

21.1 Department of Labor's Right to Terminate. This Grant may be terminated in whole or in part by the Idaho Department of Labor at any time before the date of completion for any of the following reasons:

- a) Upon receipt by the Idaho Department of Labor of Notice of Suspension or Termination of the Training Fund;
- b) Due to insufficient funds or a negative balance in the Training Fund;
- c) Due to unforeseen circumstances that would require a major modification to the project;
- d) Due to Grantee's failure to provide the training contemplated by this Grant for two (2) consecutive calendar quarters, or Grantee's failure to provide a progress report for two (2) consecutive calendar quarters outlining the reasons for the delay in providing the training contemplated by this Grant.
- e) For the convenience of the Idaho Department of Labor without cause;
- f) Upon the Grantee's default and failure to cure.

21.2 Notice of Termination. Notice of termination will be given to Grantee in writing at least 15 calendar days prior to the effective date of termination.

21.3 Effect of Termination Notice. Upon receipt of notice of termination, Grantee shall not incur new obligations for the remaining period of this Grant and shall cancel as many outstanding obligations as possible. The Idaho Department of Labor shall, however, allow full credit for noncancellable obligations, properly incurred, prior to the effective date of the termination.

21.4 Final Accounting. In the event of termination, Grantee shall provide in writing to the Idaho Department of Labor a final invoice as required by Section 10 of this Grant.

SECTION 22 - ASSIGNABILITY

Grantee shall not assign or transfer any interest in this Grant without the prior written consent of the Idaho Department of Labor. Any change in control of Grantee resulting from a merger, consolidation, stock transfer or asset sale shall be deemed an assignment or transfer for purposes of this Grant that requires the Idaho Department of Labor's prior written consent.

SECTION 23 - GOVERNING LAW

This Grant shall be governed by the laws of the State of Idaho and performed therein. Venue for any suit brought to enforce any provision of this Grant shall be in Idaho state courts.

SECTION 24 - SEVERABILITY OF PROVISIONS

If any provision of this Grant is held invalid, the remainder of the Grant shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws, ordinances, statutes, regulations, and the intent of this Grant.

SECTION 25 - CHANGES AND MODIFICATIONS

25.1 The Idaho Department of Labor may request changes in the general scope of this Grant, but such changes shall be limited to changes that would expedite achievement of the objectives and would not require substantive changes to the training plan.

25.2 If any change under this section causes an increase or decrease in the cost or time required of Grantee for the performance of any part of the work under this Grant, an equitable adjustment to the mutual satisfaction of all parties may be made and the Grant shall be modified in writing accordingly.

25.3 Legislative Changes. Certain Grant modifications may be required due to new legislation or material changes in circumstances. If Grantee cannot comply with the revised requirements within ten days of receipt of the notice of revision from the Idaho Department of Labor, the Grant may be terminated upon notice to Grantee.

SECTION 26 - NONWAIVER BREACH

The waiver by any party of a breach of any provision of this Grant shall not operate or be construed as a waiver of any subsequent breach.