

AGREEMENT
between
COASTAL COMMUNITY RESILIENCE, INC., d.b.a. RISE
and
THE GEORGE WASHINGTON UNIVERSITY

This Agreement, effective as of the 30th day of July 2020 (“Effective Date”), is entered into by and between COASTAL COMMUNITY RESILIENCE, INC., d.b.a. RISE (“RISE”) a 501(c) 3 nonprofit located in Norfolk, Virginia and the George Washington University, a congressionally chartered nonprofit corporation located in Washington, DC, USA (“GW”), each a “Party” and collectively the “Parties.”

WITNESSETH:

NOW, THEREFORE, the Parties hereto do covenant and agree as follows:

ARTICLE I: Scope of Work

GW agrees to perform the work set forth in the Scope of Work appended hereto and incorporated as Appendix A. The Scope of Work shall not be changed except by duly executed amendment to this Agreement.

ARTICLE II: Period of Performance

The period of performance for this Agreement shall commence on the Effective Date and shall continue through December 1, 2020 (“End Date”), unless the End Date is extended by mutual agreement in writing between the Parties, or unless this Agreement is earlier terminated as provided in Article VII.

ARTICLE III: Project Direction

The work shall be done under the technical direction of Robert Smith, Director of I-Corps at GW (“GW Technical Representative”). If for any reason the GW Technical Representative withdraws or is otherwise unable to continue to serve as GW Technical Representative, GW shall appoint a new GW Technical Representative, subject to the approval of RISE, which shall not be unreasonably withheld.

ARTICLE IV: Consideration and Payment

As consideration and compensation for the work completed under this Agreement as described in Appendix A, RISE agrees to pay to GW the fixed price amount of twenty four thousand and seven hundred twenty five US dollars (\$24,725.00), in accordance with the schedule below. RISE shall not be obligated to pay GW any amount above the fixed price amount set forth herein, unless otherwise specified in the Scope of Work. Additional funds may be allocated to the Agreement by mutual agreement and written amendment to this Agreement.

Payments shall be made by RISE to GW in accordance with the following schedule:

Invoice Date	Amount
August 17, 2020	\$6,873.75
September 15, 2020	\$7,833.75
October 2, 2020	\$4,433.75
October 30, 2020	\$5,583.75
TOTAL PAYMENTS	\$24,725.00

This payment covers the costs for LaunchPad Central software, or similar software, usage as well as Zoom virtual conferencing technology for the listed sessions.

Invoices shall be prepared in GW's standard format, and may be sent via e-mail or U.S. mail to the RISE representative identified in Article V. Payments shall be made within thirty (30) days of receipt of invoice, and sent via wire or ACH transfer to:

Beneficiary Account Number: 53 0355 3334
Beneficiary Acct Type (for ACH): Checking
Beneficiary Account Name: The George Washington University
Beneficiary Address: 45155 Research Place, Suite 360
Ashburn, VA 20147
Bank Name: PNC Bank
Branch Name: PNC Place
Bank Address: 800 17th Street, NW
Washington, DC 20006
ABA # (for Wires): 031 000 053
ABA # (for ACH): 054 000 030
SWIFT CODE#: PNCCUS33
Remitters Text: Credit Org 111407/Account 47571

Any payments owed by RISE and that are not received by GW within thirty (30) days of invoice shall be subject to a ten percent (10%) late fee. In the event of any good faith dispute regarding a portion of an invoice, the undisputed portion shall be paid as provided herein.

ARTICLE V: Notices

All notices and matters affecting the terms of this Agreement or the administration thereof shall be in writing and delivered by confirmed e-mail, confirmed facsimile transmission or by certified mail, return receipt requested, and in each instance shall be deemed given upon receipt.

Either Party may change its address for notices under this Agreement by giving written notice to the other Party by the means specified in this Article VI. All communications shall be sent to:

RISE: Paul Robinson
Executive Director
Coastal Community Resilience DBA RISE
500 East Main St, Suite 1601
Norfolk, VA 23510
757-418-3516

GW: Robert Smith
Director of I-Corps at GW
The George Washington University
1922 F Street NW, Fourth Floor
Washington, DC 20052

With a copy to:
Office of the Senior Vice President and General Counsel
The George Washington University
2000 Pennsylvania Ave., NW, Suite 305
Washington, DC 20052

ARTICLE VI: Confidential Information

The Parties intend for this Agreement to be carried out without the disclosure of either Party's confidential or proprietary information to the other Party or to third parties. This confidentiality requirement shall not apply to: (a) information in the public domain; (b) information independently developed by either Party without use of the other Party's confidential information; (c) information received by either Party from a third party under no duty of confidentiality; and (d) a disclosure of information that is required by law or court order, provided, however, that the receiving party provides to the disclosing party prior written notice of such disclosure and reasonable assistance in obtaining an order protecting the confidential information from public disclosure. This section concerning confidentiality shall survive the termination of this Agreement.

ARTICLE VII: Termination

This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party. Upon receipt of notice of termination, GW shall proceed to terminate any outstanding commitments and stop work as soon as practicable. GW shall be reimbursed for non-cancellable obligations properly incurred prior to the effective date of termination, including the full cost of each employee, student, and faculty member supported hereunder, through the end of such commitments. Nothing in this paragraph is intended to abrogate the Parties' rights to mutually terminate this Agreement on such terms as may be agreed upon.

ARTICLE VIII: Governing Law and Dispute Resolution

a. Governing Law. This Agreement shall be governed and construed, and the rights and obligations of the Parties shall be determined, in accordance with the laws of the District of

Columbia, without regard to conflict of laws issues.

b. **Dispute Resolution.** Any dispute regarding this Agreement shall be resolved by good faith negotiations between the Parties. For disputes that cannot be resolved by good faith negotiations in a timely manner, the Parties agree to bring the dispute solely in the local courts of the District of Columbia, and all parties hereby consent to the personal jurisdiction and venue of such courts for any such action, regardless of where they may reside or work at the time of such dispute. All parties hereby waive any right they may have to a trial by jury in any action relating to this Agreement.

ARTICLE IX: Use of Names and Marks

Neither Party will use the name, logos, trademarks, or other identifiers of the other Party, or the names of the other Party's employees, without the prior written permission of the other Party in each instance. This shall not include use of either Party's name in documents available to the public that identify the existence of this Agreement.

ARTICLE X: Nonexclusivity.

Nothing in this Agreement shall be construed to limit GW from engaging in similar or other inquiries made independently or with parties other than RISE.

ARTICLE XI: General Provisions

- a. **Independent Contractor.** The Parties are strictly independent contractors and are not, in any way, employees, partners, joint venturers or agents of the other and shall not hold themselves out to be the agent, employer, or partner of the other. Nothing contained herein shall be construed to give either Party any authority, right or ability to bind or commit the other in any way. Neither shall, in any way, bind the other in any way unless such Party has received the written consent of the other.
- b. **Contractor Solicitation.** RISE agrees that it shall not solicit contractors to perform similar or substantially similar services to those GW hired the same contractors to perform, as outlined in Appendix A, for a period of two (2) years after the Agreement's termination.
- c. **Distribution of Materials.** Any distribution of materials provided by GW for the activities contemplated under this Agreement, whether distributed during the performance of the Agreement or after it has ended, is subject to GW's prior written consent.
- d. **Modification.** No amendment, alteration, or modification of this Agreement shall be valid unless executed in writing by authorized signatories of both Parties.
- e. **Assignment.** Neither Party may assign or subcontract the rights or obligations under this Agreement without the other Party's prior written consent.
- f. **Force Majeure.** Neither Party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to

labor strife including strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of terrorism, civil unrest, an act of God (including but not limited to fire, flood, earthquakes, pandemic, or other natural disasters) or governmental action (including but not limited to any law, regulation, Decree or denial of visas or residence permits). In the event that either Party wishes to invoke force majeure, that Party shall send written notice of such event to the other Party. In the event that a force majeure event prevents either Party's performance for a period of thirty (30) days or more, either Party shall be entitled to terminate this Agreement upon written notice to the other Party. The provisions of this paragraph shall not apply to any amount due for research already performed. The Parties will work in good faith to prevent one Party from unfairly benefitting from the force majeure event.

- g. Waivers. There shall be no waiver of any term, provision or condition of this Agreement unless the waiver is set forth in a written document signed by the waiving Party. No such waiver shall be deemed to be or construed as a continuing waiver of any such term, provision or condition unless the written waiver states to the contrary. The waiver by either Party of its rights or remedies under this Agreement in a particular instance shall only apply to matters arising from or in connection with this Agreement. Either Party's failure to enforce any provision shall not prejudice such Party from later enforcing or exercising the same or any other provision of the Agreement.
- h. Titles. All titles and article headings contained in this Agreement are used only for reference and convenience and are not to define, limit, extend or otherwise describe the scope of the Agreement or the meaning or intent of its provisions.
- i. Severability. If any part, term or provision of this Agreement is held unlawful by an adjudicative body with jurisdiction over the Parties, the validity of the remaining portions or provisions shall not be affected and will be interpreted so as to best effect the original intention of the Parties.
- j. Survivorship. The terms of Articles V, VI, VIII, IX, X, and XI shall survive the expiration or termination of this Agreement.
- k. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be an original and all of which will constitute together the same document.
- l. Electronic Signature. The Parties acknowledge and agree that this Agreement may be executed or accepted using electronic or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written signature by a Party's authorized representative. Each Party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.
- m. Taxes and Other Assessments. RISE shall pay all taxes and any other charges or assessments which are applicable to the performance of this Agreement. If any applicable law requires RISE to withhold amounts from any payments to GW hereunder, (a) RISE shall effect such withholding, remit such amounts to the appropriate taxing authorities and supply GW with tax receipts evidencing the payments of such amounts within fifteen (15) days of RISE's receipt; and (b) the sum payable by RISE upon which the deduction or withholding is based shall be

increased to the extent necessary to ensure that after such deduction or withholding, GW receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount GW would have received and retained absent such required deduction or withholding.

- n. Entire Agreement. This Agreement and all attachments and appendices constitutes the entire understanding between the Parties with respect to the subject matter hereof and may not be amended except by an agreement signed by authorized representatives of RISE and GW.
- o. Indemnification. Each Party shall defend, indemnify and hold the other Party, its trustees, officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent of any negligence or fault by the indemnifying party, its trustees, officers, agents or employees. The obligations under this paragraph shall survive the termination of this Agreement.
- p. Limitation of Liability. Neither Party shall be responsible for, nor entitled to, any indirect, consequential (including lost profits) or punitive damages, regardless of whether the theory giving rise to such damages is tort or contract or otherwise.
- q. Intellectual Property. The use, ownership and licensing of any intellectual property created by GW, or its faculty, staff, or students shall be owned by GW, or its faculty, staff, or students as the case may be.
- r. CDBG Compliance Provisions. RISE is a sub-recipient of a Commonwealth of Virginia's Housing and Urban Development Community Development Block Grant National Disaster Resilience Funding ("HUD CDBG-NDR"). All CDBG-NDR funds expended through this Agreement are subject to applicable state and federal regulations. As such all conditions required by these applicable regulations, attached hereto as Appendix B, are hereby made part of this Agreement. If there is a conflict between the Agreement and the Compliance Provisions, the Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates specified below.

RISE



By: _____
Paul A. Robinson
Executive Director, RISE

Date 8/5/20 _____

THE GEORGE WASHINGTON UNIVERSITY



By: _____
M. Brian Blake
Provost & Executive Vice President for Academic Affairs

Date 9/18/2020 _____

APPENDIX A

SCOPE OF WORK

The Office of Innovation and Entrepreneurship at the George Washington University (“GW”) proposes to deliver lean startup modules for RISE small business finalists of the 2020 Urban Mobility Resilience Challenge. entrepreneurs and startup teams. The program will be hosted by RISE but will take place virtually via webinars. GW has extensive experience leading entrepreneurial training programs and for a wide range of entrepreneurs, students, and STEM-based researchers and training instructors to teach these same programs.

The GW programs incorporate and adapt the latest approaches being used and developed in the academic innovation and entrepreneurship communities to increase the commercialization of academic research out of university labs and into the market. It provides researchers with the skills and mindset to think and execute like entrepreneurs, connecting their research to potential customers in the market who have real needs for the technologies they have developed. Through the Lean Startup and Customer Development methodologies, an evidence-based, scientific approach to innovation is taught by highly-trained instructors who are themselves experienced entrepreneurs.

On signing a formal agreement, the parties will schedule mutually agreed upon dates and times. A tentative draft schedule and program agenda are as follows. The sessions will be held virtually, except as noted. All participants and teams will be recruited by RISE. Office hours will also be done virtually. This program accommodates up to four (4) startup teams recruited by RISE.

Phase 1: Preliminary Plan Creation (July 30, 2020 – August 13, 2020)

- Pre-program meeting -- instructors will meet with their teams to discuss their submissions, talk about objectives and develop a game plan
- Kick-off -- Teams will receive a short introduction to the Lean customer discovery process and will report on their project plan for finalizing their business plan

Phase 2: Iteration on Plan creation and execution (August 14, 2020 – October 1, 2020)

- Project plan creation -- each team will develop a project plan for completing their final business plan.
 - Key plan objectives will correspond with RISE program project milestones and payment plan
- Office hours -- teams will meet with their instructor at least weekly to review their progress and provide ongoing direction
- Teaching team collaboration -- The teaching team will convene a weekly call to review cohort progress and coordinate efforts
 - Teaching team will provide 4 milestone evaluations in writing to RISE to serve as a means justifying payments
- Group discovery webinars -- RISE and GW will conduct 4 group customer interview sessions during the 2 months of the program.

- Interview subjects will be recruited by RISE and will largely be key potential stakeholders, partners or customers for the teams.
 - Teams will submit hypotheses to test or questions they'd like answered
 - An instructor will lead the customer interview and will cover topics such as buying processes/ecosystems, partnering structures, etc.
 - Teams attend the webinar but don't need to divulge questions or any confidential information about their ideas.
 - Instructor notes will be provided to all teams to assist their progress

Phase 3: Final Execution of plan and report outs (October 2 – October 30, 2020).

- Final Presentations -- The program culminates with teams doing final presentations on their journey and final findings to be submitted to RISE management.
 - Each team will present in individual breakout rooms to a panel of instructors and RISE representatives

Included Deliverables:

- Final deliverables:
 - Teams --
 - Final Presentation
 - Revised Business Plans reflecting their findings
 - Instructor evaluations
 - Milestone reports -- the instruction team will provide RISE with individual and group evaluations of the team's performance on reaching each key funding milestone
 - Final reports --
 - Individual instructor feedback on teams, including coachability, team work product, commitment, plan viability and funding potential.
 - A group consensus from the instruction team on overall team ranking
 - Team surveys -- teams will be surveyed on their overall impressions of the program to be provided to RISE

Each party to this agreement shall provide their best efforts for achieving the goal of the project. The roles and responsibilities of each party are identified below.

GW is responsible for:

1. Providing a project manager and instructors
2. Proving one mentor for each of the teams
3. Assigning personnel to accomplish the tasks and activities as identified above

4. Organizing webinars with stakeholders and other cities as necessary
5. Communication and coordination with RISE
6. Communication and coordination with four teams to execute the program
7. Reviewing and monitoring team progress during the program

RISE is be responsible for:

1. Communicating and coordinating with GW
2. Providing Challenge program input direction as required
3. Reviewing milestones as provided by GW from information provided by teams.

SCHEDULE AND PERIOD OF PERFORMANCE:

The target completion date for this project is October 30, 2020.

The RISE startup teams will produce the following deliverables with the GW instructors during the program.

July 15, 2020	Finalists announced and invited to Stage 2 of the Urban Mobility Resilience Challenge.
August 17, 2020	Team project plan approved by adjunct instructors
September 15, 2020	Interim report: revision to the business model (with canvas), product revisions and pilot development
October 2, 2020	Approved revised business plan based on project work (Deadline for Stage 2 submission)
October 19-31, 2020	Final presentation with revised financials (pitch presentations to the RISE Selection Committee will take place between October 19-31, 2020)

The table above translates into the following milestones for the GW team.

Session	Date	Deliverable Description
Milestone 1	Aug17	Set up of interviews with all teams and assessment of teams’ needs and mentors’ time requirements for each team. Reviewed and approved teams’ project plans for team’s submission to RISE.
Milestone 2	Sept 15	Interim update report on teams’ progress.
Milestone 3	Oct 2	Interim update report on teams’ progress, including approval on teams’ refined business plan submission to the RISE Stage 2 (Oct 2 is the deadline for teams’ revised business plan submission to Stage 2).
Milestone 4	Oct 30	Final report: Individual instructor feedback on teams, including coachability, team work product,

		commitment, plan viability and funding potential. A group consensus from the instruction team on overall team ranking. Survey results.
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Personnel: GW will also provide one lead instructor, one instructor, three adjunct instructors, and one TA/coordinator for this effort, with responsibilities as follows:

Staff Member Title	Responsibilities
Lead Instructor	Provides core lectures, monitors team progress, provides selected counseling when needed. In some cases, may have domain expertise (depending on the team).
Instructor	Provides additional lectures, directs and monitors adjuncts and domain experts to ensure cohort quality, reviews weekly call sheets from teams, provides team counseling and potentially domain expertise if applicable.
Adjunct Instructor/ Domain Experts	Manages teams within the cohort, reviews and critiques team submissions and interviews, assists and guides teams in the creation of materials, provides ongoing counseling to teams and domain expertise if applicable. Assist the teaching team in providing guidance to teams. Helps teams understand specific buying ecosystems, helps teams get interview leads and potential additional advisors.
TA/Coordinator	Coordinate schedules for the class and ensure prompt submission of materials from teams. Assists the teaching team by coordinating with client organizations, the teaching team and cohort participants.

APPENDIX B

CDBG COMPLIANCE PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

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Owner: RISE

Contractor: George Washington University

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. CERTIFICATION OF NONSEGREGATED FACILITIES

(applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
(applicable to contracts and subcontracts over \$10,000)

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and

advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

RISE, the Commonwealth of Virginia, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained by the Contractor for a period of five (5) years from the official date of the Virginia's final closeout of the grant.

11. INSPECTION

The authorized representative and agents of RISE, the Commonwealth of Virginia and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

12. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

13. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

15. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

16. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

17. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

18. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least thirty (30) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

19. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

20. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the Commonwealth of Virginia.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

21. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

22. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

23. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

24. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

25. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

26. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

27. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

28. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

29. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

30. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

31. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

33. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

34. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.