



South Carolina Digital Opportunity Department

Digital Workforce Initiative Grant Agreement

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Article 1. Overview

Section 1.1. Parties.

The South Carolina Digital Opportunity Department, a department in the South Carolina Office of Regulatory Staff (“**SC ORS DOD**”), an agency of the **State of South Carolina** (“**State**”), enters into this Award Agreement (“**Agreement**”) with **Grantee Name** (the “**Grantee**”), a non-profit corporation. Together, SC ORS DOD and Grantee are the “**Parties.**”

Section 1.2. Roles.

For the purposes of this Agreement, SC ORS DOD is a recipient of the Digital Equity Capacity Grant funding through the U.S. Department of Commerce, administered by the National Telecommunications and Information Administration (“**NTIA**”). Grantee is a subrecipient as defined by 2. C.F.R. 200.1 and remains subject to federal regulations as detailed in guidance related to funds categorized as revenue replacement.

Section 1.3. Purpose.

The purpose of this Agreement is to establish the terms and conditions for the use of funds that SC ORS DOD has awarded to the Grantee to carry out the project set out in its scope of services, attached hereto as Exhibit A (the “**Project**”).

Section 1.4. Source of Funding.

The State received State Digital Equity Act Capacity Grant Funding pursuant to the Infrastructure Investment and Jobs Act and the Digital Equity Act 11.032 State Digital Equity Planning and Capacity Grant (Award Number 41-31-DS062).

Section 1.5. Compliance.

The Parties to this Agreement are subject to state and federal statutes, rules, and regulations applicable to this Agreement, including but not limited to: the Uniform Guidance of the Office of Management and Budget (2 C.F.R. Part 200) applicable to revenue replacement funds; the terms of the Digital Equity Capacity Grant award SC ORS DOD received; the Department of Commerce, National Telecommunications and Information Administration (“**NTIA**”) Notice of Funding Opportunity (“**NOFO**”) for the State Digital Equity Capacity Grant Program; and the U.S. Department of Commerce Financial Assistance General Terms and Conditions. SC ORS DOD shall not make any distributions of funds using monies absent the Grantee’s agreement and adherence to each term and condition contained herein. To the extent that the federal or state government, after the Effective Date of this Agreement, takes action that prospectively or retroactively impacts the Project or availability of funding, the Grantee understands and agrees that the Parties shall

have the right or obligation to amend this Agreement in accordance with those laws of funding availability. Grantee also agrees to abide by additional guidance regarding the applicability of certain provisions of 2 C.F.R. Part 200 to the State Digital Equity Capacity Grant Program. Nothing in this Agreement waives, excuses, or amends requirements imposed by state or federal law for the administration of these funds.

Section 1.6. Term of Agreement.

The effective period of this Agreement shall commence on the date of the last signatures below ("**Effective Date**").

Article 2. Scope of Funded Activities.

Section 2.1. Scope of Project.

The scope of the Project covered by this Agreement is set out in the scope of services, attached hereto as Exhibit A, which includes the project budget ("**Project Budget**"). The Grantee shall perform all services described in Exhibit A ("**Covered Services**").

Section 2.2. Funding and Administrative Expenses.

- a. Digital Workforce Initiative Award. SC ORS DOD awards to the Grantee an amount not to exceed \$ [REDACTED] for costs directly relating to the Digital Workforce Initiative ("**Award**"). If SC ORS DOD determines that the actual costs of the Project are less than the Award, SC ORS DOD, after consultation with the Grantee and an opportunity to respond, may reduce the amount of the Award funding accordingly.
- b. Allowable Expenditures. Grantees may only use federal award funds to pay for allowable costs under the Digital Equity Capacity Grant Program. Allowable costs are determined in accordance with the cost principles identified in 2 C.F.R. Part 200, including Subpart E of such regulations, and in the grant program's authorizing legislation. In addition, costs must be reasonable, necessary, allocable, and allowable for the proposed project, and conform to generally accepted accounting principles. Any cost must comply with applicable law, regulations, and guidance on what is allowable.
- c. Required activities. By signing this Agreement, Grantee certifies it shall carry out the following required activities: (a) assist in the implementation of the Digital Equity Plan of South Carolina; (b) pursue digital opportunity activities in South Carolina consistent with the Digital Equity Plan of South Carolina; and (c) report to SC ORS DOD regarding the digital opportunity activities of the entity. The Grantee further certifies the receipt of the

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subgrant shall not result in unjust enrichment of the entity; and the entity shall cooperate with any evaluation of the program as it relates to a grant awarded to the entity and that is carried out by or for the Administering Entity or Administering Organization, the Assistant Secretary, or another federal official. Failure to comply with these certification requirements will result in appropriate enforcement action in accordance with 2 CFR 200.339, up to and including termination under a Capacity Grant Program award.

- d. Unallowable Costs. Examples of unallowable costs include, but are not limited to, personnel costs for non-project staff; a grant or subgrant awarded under the State Digital Equity Capacity Grant Program shall supplement, not supplant, other federal or State funds that have been made available to carry out activities described at 47 U.S.C. § 1723 and in the NTIA NOFO for the State Digital Equity Capacity Grant Program (see 47 U.S.C. § 1723 (h)); costs to conduct website upgrades or other accessibility projects that are otherwise required by law; costs associated with deployment of broadband infrastructure to connect broadband serviceable locations; Profits, fees, or other incremental charges above the actual cost; using grant funds to support or oppose collective bargaining, directly, indirectly, or as an offset for other funds; duplicative/redundant costs; and repaying loans or as collateral for new loans.
- e. Disbursement. Funds shall be allocated to the Grantee on a biannual basis, with up to 10% of the total award available for award at the start of project activities (“advance funds”). The Grantee must demonstrate the expenses incurred using the advance funds are compliant and allowable to fulfill reporting obligations. The Grantee shall submit reimbursement requests for the past project period’s operating needs according to the process outlined by SC ORS DOD and using the required reporting materials. Non-compliant expenses will not be reimbursed.

Section 2.3. Grantee Duties.

- a. Digital Workforce Initiative Project. The Grantee shall, in accordance with Exhibit A, deliver the goods and services specified.
- b. Records.
 - 1. The Grantee shall maintain full, accurate, and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the funds provided under this Agreement.

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2. The Grantee shall retain all financial records, supporting documents, and all other pertinent records related to this Agreement in accordance with the record retention requirements of 2 CFR § 200.334.
- c. Project Milestones and Progress Reports.
1. Project Milestones are set forth in Exhibit A to this Agreement. The Grantee must submit Project progress reports as required in Section 2.3.d, in the format required by SC ORS DOD, including any other requested documentation demonstrating the achievement of the milestones.
 2. If the Grantee does not complete milestones or complete the Project by the agreed upon deadlines set forth in Exhibit A, SC ORS DOD may impose additional monitoring and reporting requirements. Failure to complete a milestone, complete the Project, or to meet reporting requirements or fulfill relevant requirements may constitute a material breach of this Agreement, and SC ORS DOD may exercise its authority to seek termination of this Agreement and retrieval or clawback of funds disbursed.
- d. Reporting and Monitoring Requirements. SC ORS DOD will require Project progress reports as set forth herein.
1. The Grantee agrees to generate reports regarding the Project as described herein and as may be requested by the State (including, without limitation, SC ORS DOD) and any relevant federal agency. The Grantee further grants the State (including any of its agencies, commissions or departments such as SC ORS DOD and the South Carolina Office of the State Auditor) and any relevant federal agency, and their authorized representatives, at all reasonable times and as often as necessary (including after the date of termination or project completion), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to this Agreement and the Project. In addition, the Grantee agrees to comply at any time, including after termination or project completion, with any requests by the State (including, without limitation, SC ORS DOD) or relevant federal agency for other financial and organizational materials needed to comply with their fiscal monitoring responsibilities or to evaluate the short-and long-range impact of their programs.

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2. The Grantee shall furnish SC ORS DOD detailed quarterly written progress reports using a progress report template provided by SC ORS DOD. Progress reports should describe the progress made by the Grantee toward achieving the purpose(s) of the Project, including but not limited to:
 - i. A description of accomplishments achieved during the reporting period towards the relevant milestones
 - ii. A description of any problems or delays encountered during the reporting period, including an explanation for why established goals were not met, if applicable
 - iii. Expenditures during the reporting period and any other financial information requested, including an analysis of cost overruns if applicable; and
 - iv. Any additional pertinent information.
3. In addition to the Project progress reports set out above, the Grantee shall provide the following reporting on an annual basis during the term of this Agreement. All Grantees shall provide:
 - i. A certification that Award funds received or held was used for the purposes for which it was awarded; plus
 - ii. An accounting of all Award funds received, held, used, or expended; and
 - iii. A report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Agreement.
4. Failure to submit a required report by the scheduled submission date may result in the withholding of payment until SC ORS DOD is in receipt of the delinquent report and the report meets with SC ORS DOD's approval, in SC ORS DOD's sole discretion. Failure to submit required reports, upon request by SC ORS DOD, may result in the Project being subject to the repayment provision in Section 3.3 and may negatively impact the Grantee's eligibility for future funding.
5. Within 60 days after completion of the Project or termination of this Agreement, the Grantee shall submit a final report using the format designated by SC ORS DOD describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period.

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6. Cooperation in Monitoring. The Grantee hereby agrees to cooperate fully and in a timely fashion with SC ORS DOD's monitoring of the Project and acknowledges SC ORS DOD's sole discretion in determining the Project's risk level or monitoring needs.
 7. Reporting Compliance. The Grantee further agrees that it will: (1) provide the information required by SC ORS DOD for SC ORS DOD to comply with the procedures for disbursement of funds; (2) maintain reports and accounting records that support the allowable expenditure of Award funds and make available all reports and records for inspection by SC ORS DOD and any related administering entity for oversight, monitoring, and evaluation purposes; and (3) ensure that any subrecipients and subcontractors comply with all reporting requirements established by 2 CFR Part 200 and this Agreement.
 8. Filing of Reports. Grantees shall file all reports with SC ORS DOD in the format and method provided by SC ORS DOD prior to any deadline established by SC ORS DOD. Single or program-specific Audits must be provided to SC ORS DOD no later than nine months after the end of the Grantee's fiscal year or within 30 days of the audit being formally accepted by vote of the Board of Directors, whichever occurs first.
 9. At the time of the execution of this Agreement, it is understood by the Parties that reporting requirements established by the U.S. Department of Commerce or other federal entities related to Digital Equity Capacity Grants may not be fully known or established. Grantee agrees to cooperate with ORS to fully meet any required reporting.
- e. Funding.
1. If the Grantee determines that the actual costs of the Project are less than the Award funded amount, it shall report this determination to SC ORS DOD and shall return any surplus funds it has received.
 2. The Grantee hereby represents and warrants that all Award funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Grantee shall not make or approve of any improper expenditure of funds.

3. The Grantee shall not obligate Project Award funds subsequent to the termination of this Agreement or completion of the Project.
4. The Grantee will not incur any project expenses prior to the NTIA approved and issued start work date. SC ORS DOD will provide a Notice to Proceed with the date on which Grantee may start work.

Section 2.4. Project Changes.

- a. A project change is any material alteration in, change to, or reduction of the Project, including without limitation, project activities, milestones, or transfer costs between Project expense line items greater than 10%.
- b. There shall be no project changes unless expressly approved by SC ORS DOD in writing by an authorized representative. Prior to implementing a proposed project change, the Grantee shall submit the proposal to SC ORS DOD for review and approval and provide such detail and documentation necessary for SC ORS DOD to evaluate the proposed project change.
 1. SC ORS DOD in its sole discretion may deny the requested project change.
 2. If the Grantee implements any project change without obtaining approval for the project change in writing from SC ORS DOD, any costs incurred after the project change may be deemed not allowable and not reimbursed or subject to recoupment or clawback.
- c. Changes to Project Schedule. Any alterations to the Project Schedule must be approved by SC ORS DOD.
- d. Budget Changes. If a change to the Grantee's budget has been requested, Payment Request may be delayed pending the approval of the change.
- e. Cost Overrun or Underrun. In the event of a cost overrun or an increase in the total Project cost, the amount of SC ORS DOD's Award to the Grantee shall not change. The Grantee shall bear sole responsibility for any and all costs that exceed the Award amount.

Article 3. Compensation

Section 3.1. Payment of Funds by SC ORS DOD.

SC ORS DOD shall provide funding to the Grantee biannually on a reimbursement basis if the Grantee is in good standing, has met relevant milestones, is showing adequate progress towards meeting future milestones, and in compliance with this Agreement. SC ORS DOD may require documentation prior to disbursing funding, including but not limited to progress reports, evidence of meeting milestones, evidence of funds spent to date, contracts or other evidence of liability consistent with the established Parties' procedures, and any other documentation that may be required by SC ORS DOD. SC ORS DOD may deny payment for failure of the Grantee to comply with the terms and conditions of this Agreement.

Section 3.2. Availability of Funds.

The obligations of SC ORS DOD to pay any amounts under this Agreement to the Grantee are contingent upon the availability and receipt of Capacity Grant funds by SC ORS DOD, the continued appropriation of such funds for the purpose set forth in this Agreement, and the Grantee's continued eligibility to receive such funds. If the amount of Capacity Grant funds that SC ORS DOD receives is reduced or Capacity Grant funds for the Project become unavailable, the Grantee agrees that SC ORS DOD has the right to reduce the amount of Award funds awarded to the Grantee under this Agreement or to terminate this Agreement. In no event shall SC ORS DOD be liable for any payment or disbursements in excess of Capacity Grant funds actually received.

Section 3.3. Repayment Requirements.

- a. Repayment. The Grantee acknowledges that the Award funding by SC ORS DOD is predicated upon the timely progress toward completion of the Project, performed in compliance with applicable state and federal law and regulation.
- b. Non-Exclusive Remedy. No remedy conferred or reserved by or to the State in this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- c. Grantee acknowledges that other state and federal entities have monitoring and oversight authority over the Award funds and may initiate actions for repayment, recoupment, or clawback without action by SC ORS DOD. Any item of expenditure by the Grantee under the terms of this Agreement which is found by auditors, investigators, and other

authorized representatives of SC ORS DOD, the U.S. Department of Commerce, or other federal or state instrumentality to be improper, ineligible, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Grantee, shall become the Grantee's liability, and shall be paid solely by the Grantee, immediately upon notification and demand by SC ORS DOD. This provision shall survive the expiration or termination of this Agreement.

Section 3.4. Release Upon Final Payment.

The acceptance by Grantee of the final payment made under this Agreement shall operate as and be a release of the State and SC ORS DOD from all claims and liabilities for compensation to Grantee for anything done, furnished, or relating to this Agreement.

Article 4. Financial Accountability and Grant Administration.

Section 4.1. Financial Management.

The Grantee shall adopt such financial management procedures as will permit the tracking of funds to a level of expenditures adequate to establish that such funds have been used according to the relevant statutes, regulations, and terms and conditions herein. The Grantee's financial management procedures shall allow it to comply with the requirements of 2 C.F.R. 200.302.

Section 4.2. Limitations on Expenditures.

SC ORS DOD shall only reimburse the Grantee for documented expenditures incurred during the Agreement Term that: (i) comply with the terms of this Agreement; (ii) documented by contracts or other evidence of liability consistent with the established Parties' procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

Section 4.3. Financial and Other Reports.

The Grantee shall maintain detailed, itemized documentation and other necessary records of all expenses incurred pursuant to this Agreement. The Grantee shall submit to SC ORS DOD such reports and back-up data as may be required by the federal government or SC ORS DOD, including such reports which enable SC ORS DOD to submit its own reports to NTIA. This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Grantee is required to submit to SC ORS DOD following the expiration or termination of this Agreement.

Section 4.4. Cost Principles.

All expenditures by the Grantee of funds awarded under this Agreement shall be in accordance with the cost principles outlined in the Code of Federal Regulations, 2 C.F.R. Part 200, including Subpart E. It is the Grantee's responsibility to ensure adherence to the cost principles established in the Code of Federal Regulations, 2 CFR 200, including Subpart E.

Section 4.5. Audits.

A grantee that receives, holds, uses or expends federal Award funds in an amount equal to or greater than \$1,000,000 within its fiscal year shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The Grantee shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to this Agreement upon request. The Grantee certifies that it will provide SC ORS DOD with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement. The costs of audits covering multiple sources of funding shall be prorated on a reasonable basis, and any share in excess of that requires for this Award shall not be allowable charges under this Agreement.

Section 4.6. Closeout.

SC ORS DOD will close out this award when it determines that all applicable administrative actions and all required work has been completed by the Grantee. The Grantee's obligations to SC ORS DOD under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of SC ORS DOD. Such requirements shall include submitting final reports to SC ORS DOD pursuant to Section 2.3.d and providing any closeout-related information requested by SC ORS DOD by the deadlines specified by SC ORS DOD. This provision shall survive the expiration or termination of this Agreement. Duties of record retention, duties to obtain independent audits, closeout activities, and cooperation with federal or state audits survive project completion or the termination of this Agreement and remain in full force and effect thereafter.

Section 4.7. Recovery of Award Funding.

SC ORS DOD may take appropriate action to recover from the Grantee all Award funds disbursed in connection with this Agreement in the event that the Grantee: (1) is unable to fulfill the obligations of this Agreement; (2) is unable to accomplish the purposes of the award; (3) is noncompliant with the reporting requirements set forth in this Agreement; or (4) has used Award funds for purposes other than described in this Agreement.

Article 5. Cooperation in Monitoring and Evaluation.

Section 5.1. Interventions.

If SC ORS DOD determines the Grantee is not maintaining adequate progress towards Project milestones or is not engaging in the appropriate expenditure of funds, SC ORS DOD may impose additional reporting requirements and/or award conditions. These additional requirements and/or conditions may include withholding authority to proceed to the next phase until receipt of evidence of acceptable performance and/or progress within a given period; requiring additional, more detailed financial reports; requiring additional Project monitoring; requiring the Grantee to obtain technical or management assistance; and establishing prior approvals. SC ORS DOD will notify the Grantee of these additional requirements and/or conditions in accordance with 2 C.F.R. § 200.208(d).

Section 5.2. Access to Persons and Records.

SC ORS DOD, SC ORS, the State Auditor, NTIA, the Treasury Office of Inspector General, the U.S. Government Accountability Office, the Comptroller General of the United States, and any other appropriate state or federal agency, or any authorized representatives of these entities, are authorized to examine all books, records, papers, and accounts of the Grantee insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of South Carolina pursuant to the performance of this Agreement or to funds disbursed pursuant to this Agreement. The Grantee shall maintain and hereby agrees to retain all records, books, papers, and other documents covered by this section in accordance with the requirements of 2 CFR § 200.334, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Grantee shall make all records, books, papers, and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of SC ORS DOD, SC ORS, the South Carolina State Auditor, NTIA, the U.S. Government Accountability Office, and any other authorized state or federal oversight office. Additional audit or reporting requirements may be required by SC ORS DOD or another federal or state agency.

Section 5.3. Personnel.

The Grantee represents that it has, or will, secure at its own expense all personnel required to monitor, carry out, and complete the Project. Such employees shall not be employees of SC ORS DOD. The Grantee shall identify all personnel who will be involved in the Project and otherwise administering the Project, including at least one project manager and one fiscal officer (“Key Personnel”). Such Key Personnel shall be fully qualified and shall be authorized under state and

local law to perform such services. The Grantee shall notify SC ORS DOD of any changes to Key Personnel within 30 days of the change.

Article 6. Compliance with Agreement and Applicable Laws.

Section 6.1. General Compliance.

The Grantee shall perform all Covered Services funded by this Agreement in accordance with this Agreement, the terms of the Digital Equity Capacity Grant award SC ORS DOD received, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from the Grantee's current policies and practices. While SC ORS DOD may provide various forms of assistance, the Grantee remains responsible for ensuring its compliance with all applicable requirements.

Section 6.2. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the grant, including, but not limited to, the following:

- a. Authorizing Statute. Infrastructure Investment and Jobs Act, Public Law 117-58, 135 Stat. 429 (November 15, 2021), including § 60304, codified at 47 U.S.C. § 1723, which establishes the State Digital Equity Capacity Grant Program.
- b. Guidance Documents. Applicable guidance includes but is not limited to guidance issued by SC ORS DOD and NTIA and may be updated at any time.
- c. Other Regulations, Statutes and Rules. Applicable provisions of the Uniform Guidance (2 C.F.R. Part 200) and all applicable federal and state laws and regulations.

Section 6.3. Universal Identifier and System for Award Management (SAM).

The Grantee shall provide and/or obtain and provide to SC ORS DOD, a unique entity identifier assigned by the System for Award Management (**SAM**), which is accessible at www.sam.gov.

Section 6.4. Federal Funding Accountability and Transparency Act of 2006.

The Grantee shall provide SC ORS DOD with all information requested by SC ORS DOD to enable compliance with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282).

Section 6.5. Licenses, Certifications, Permits, Accreditation.

The Grantee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to SC ORS DOD proof of any licensure, certification, permit or accreditation upon request.

Section 6.6. Debarment and Suspension.

- a. **Non-Exclusion Certification.** The Grantee hereby certifies as of the date hereof, that the Grantee, the Grantee's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both the Grantee and the Grantee's principals are not excluded individuals (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935), or otherwise determined ineligible to participate in federal assistance awards or contracts. If any of the foregoing persons are excluded or disqualified and the federal awarding agency has not granted an exception pursuant to 31 C.F.R. § 19.120(a), then:
 1. This Agreement shall be void,
 2. SC ORS DOD shall not make any payments of federal financial assistance to the Grantee, and
 3. SC ORS DOD shall have no obligations to the Grantee under this Agreement.
- b. **Compliance with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19.** The Grantee must comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Government-wide Debarment and Suspension (Non procurement) in 2 C.F.R. Part 180, Subpart C, and as adopted by the U.S. Department of the Treasury at 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-tier covered transaction into which it enters. The Grantee hereby certifies that it will comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19. This certification is a material representation of fact relied upon by SC ORS DOD, and all liability arising from an erroneous representation shall be borne solely by the Grantee.
- c. **Remedies for Non-Compliance.** If it is later determined that the Grantee did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to SC ORS DOD, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. **Certifications Regarding Debarment and Suspension.** By signing and submitting an application for funding and this Agreement, the applicant is making the certifications outlined in Appendix B to the Department of Commerce, National Telecommunications

and Information Administration Notice of Funding Opportunity for the State Digital Equity Capacity Grant Program.

- e. Subcontractor Certification. The Grantee hereby certifies that none of the subcontractors it has proposed to perform work under this Agreement are listed under the State Debarred Vendors listing (<https://procurement.sc.gov/legal/decisions>), or have been suspended or debarred from doing business with the federal or any state government. The Grantee agrees that it will notify SC ORS DOD immediately if it or any of its subcontractors are placed on the list of parties excluded from federal procurement or Non procurement programs available at www.sam.gov.

Section 6.7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

Pursuant to 2 C.F.R. § 200.216, the Grantee agrees not to expend funds it receives pursuant to this Agreement to procure or obtain, or to enter into, extend, or renew a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is defined in 2 C.F.R. § 200.216 including Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Section 6.8. Program Fraud and False or Fraudulent Statements or Related Acts.

The Grantee acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement. Making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in state or federal awards or contracts, and/or any other remedy available by law.

Section 6.9. Protections for Whistleblowers.

Recipients, sub-recipients, and employees working on this grant award will be subject to the whistleblower rights and remedies established under 41 U.S.C. § 4712. An employee of a recipient or sub-recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of: gross mismanagement of a federal contract or award; a gross waste of federal funds; an abuse of

authority (i.e., an arbitrary and capricious exercise of authority that is inconsistent with the mission of NTIA or the U.S. Department of Commerce or the successful performance of a contract or grant awarded by NTIA or the Department) relating to a federal contract or award; a substantial and specific danger to public health or safety; or a violation of a law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The recipient or sub-recipient, including Grantees under this Agreement, shall inform its employees and contractors, in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described above.

Section 6.10. Equal Opportunity & Nondiscrimination.

As set forth in the U.S. Department of Commerce Financial Assistance General Terms and Conditions, no person in the United States may, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Grantee agrees to comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Department of Commerce implementing regulations published at 15 CFR Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
3. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and U.S. Department of Commerce implementing regulations published at 15 CFR Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Department of Commerce implementing regulations published at 15 CFR Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

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6. Parts II and III of E.O. 11246 (Equal Employment Opportunity, 30 FR 12319), which requires Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of E.O. 11246 and Department of Labor regulations implementing E.O. 11246 (41 CFR § 60-1.4(b));
7. E.O. 13166 (65 FR 50121, Improving Access to Services for Persons with Limited English Proficiency);
8. In accordance with E.O. 13798 and Office of Management and Budget, M-20-09 – Guidance Regarding Federal Grants, states or other public recipients may not condition subawards of Federal money in a manner that would disadvantage applicants based on their religious character; and
9. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq.

Section 6.11. Use of Name.

Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described. The Grantee shall not use the seal(s), logos, crests, or reproductions of flags of the federal funding agency or likenesses of any federal agency officials without specific pre-approval of the relevant federal agency.

Section 6.12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Pursuant to 2 CFR § 200.321, Grantee must take all necessary affirmative steps (as described in 2 CFR § 200.321) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Section 6.13. Drug-Free Workplace Act.

Grantee shall comply with applicable requirements in the South Carolina Drug-Free Workplace Act pursuant to Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

Section 6.14. Conflicts of Interest; Gifts and Favors.

- a. Disclosure of Potential Conflicts. The Grantee understands that (1) SC ORS DOD will use Capacity Grant funds to pay for the cost of this Agreement and (2) the expenditure of

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Capacity Grant funds is governed by the federal requirements (including, without limitation, 2 C.F.R. § 200.318) and South Carolina law (including, without limitation, the South Carolina State Ethics Act, S.C. Code Ann. §§ 8-13-100 *et seq.*). The Grantee must disclose in writing to SC ORS DOD any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Grantee agrees to comply with all applicable federal and state laws, regulations, requirements, and guidance regarding conflicts of interest, including, without limitation, 2 C.F.R. § 200.318 and the South Carolina State Ethics Act, S.C. Code Ann. §§ 8-13-100 *et seq.*

- b. Conflict of Interest Policy. Every Grantee shall file with SC ORS DOD a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state or federal funds, and shall include actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the disbursing state agency may disburse the grant funds.

Article 7. Termination and Remedies.

Section 7.1. Termination by SC ORS DOD for Default.

SC ORS DOD may terminate this Agreement without penalty or legal liability upon written notice of Grantee's breach of any term, condition, requirement, certification or provision of this Agreement, if such breach is not cured within thirty (30) days of such notice. Whether Grantee has sufficiently cured the breach shall be determined in the sole discretion of SC ORS DOD. Any termination notice shall specify the Termination Date and this Agreement shall terminate automatically upon such Termination Date. Upon termination of this Agreement under this Section, (1) SC ORS DOD shall have no responsibility to make additional payments to the Grantee; and (2) the Grantee shall not expend any additional funds for which it will seek reimbursement without SC ORS DOD's prior and express written authorization and shall return all funds received to SC ORS DOD upon demand.

Two successive breaches by Grantee may result in termination of this Agreement immediately by written notice to Grantee.

Notwithstanding the above or anything in this Agreement to the contrary, upon the occurrence of an Event of Default under this Agreement involving Grantee's bankruptcy, insolvency, or the

dissolution or liquidation of Grantee's business organization or assets, SC ORS DOD shall be entitled and have the right to immediately terminate this Agreement, without notice or a cure period.

Termination of duties or performance do not terminate the Grantee's duties with respect to closeout reporting, record retention, access to records, and compliance with government audits.

Section 7.2. Immediate Termination by SC ORS DOD.

SC ORS DOD may terminate this Agreement immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:

- a. Grantee, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;
- b. Grantee's officers, directors, trustees, employees, agents, subsidiaries, affiliates, contractors, subcontractors, or a Grantee Contractor has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, delisted/exclusion from Federal funding, or bad faith;
- c. Grantee terminates or suspends its business; or
- d. Grantee's authorization to engage in business either in South Carolina or where organized is suspended, terminated, revoked, or forfeited; or

Grantee shall notify ORS in writing if any of the foregoing events occur that would authorize the ORS to immediately terminate this Agreement.

Section 7.3. Remedies.

Upon Grantee's breach of any term, condition, requirement, certification or provision of this Agreement if such breach is not cured within the time period specified in this Agreement or the termination of this Agreement, ORS may in its sole discretion, take any one, or more, or all of the following actions:

1. Withhold any or all payments or disbursements to be made under this Agreement;
2. Order that the portion of the Grant Amount which would otherwise accrue to Grantee during the period from the date of such notice until such time as ORS determines that Grantee has cured the Event of Default shall never be paid to Grantee;
3. Recoup or claw back from Grantee, whether pursuant to 31 C.F.R. § 35.10 or otherwise and including by withholding any other payment of funds that may become due to Grantee, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement;
4. Treat the Agreement as breached and pursue any remedies at law or in equity, or both;

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5. Withhold disbursement of Grant funds, in which event Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
6. Demand repayment of all or a portion of the Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by ORS in recovery proceedings; and
7. In addition to exercising any or all of the rights and remedies contained in this Agreement, ORS at any time may proceed to protect and enforce all rights available to ORS by suit in equity, action at law, or by any other appropriate proceedings, all of which shall survive the termination of this Agreement.

Section 7.4. Termination due to Unavailability of Funds.

The obligations of SC ORS DOD to pay any amounts under this Agreement to the Grantee are contingent upon the availability and receipt of Capacity Grant funds by SC ORS DOD, the continued appropriation of such funds for the purpose set forth in this Agreement, and the Grantee's continued eligibility to receive such funds. If the amount of Capacity Grant funds that SC ORS DOD receives is reduced or Capacity Grant funds for the Project become unavailable, the Grantee agrees that SC ORS DOD has the right to reduce the amount of Award funds awarded to the Grantee under this Agreement or to terminate this Agreement. In no event shall SC ORS DOD be liable for any payments or disbursements in excess of Capacity Grant funds actually received.

Article 8. General Conditions.

Section 8.1. Representations and Warranties.

- a. **The Parties' Representations and Warranties.** The Parties acknowledge that each has been represented in negotiations for, and the preparation of, this Agreement by counsel of its own choosing (or has had the opportunity to retain counsel for those purposes), that each has read this Agreement or has had it read to them and explained by counsel, that each understands and is fully aware of its contents and of its legal effect, that each is knowingly and voluntarily entering into this Agreement. The execution and performance of this Agreement have been duly authorized by all necessary laws, resolutions and entity action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms. Each Party and its respective signatory hereto avers that its signatory is authorized, empowered, and directed on behalf of the Party to execute this Agreement and thereby bind the Party and others as set forth in Section 8.5 of this Agreement.
- b. **Grantee's Representations and Warranties.** The Grantee hereby represents and warrants that:

1. The execution and delivery of this Agreement has been duly authorized by all necessary Grantee action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Grantee is a party or by which it is bound.
2. There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Grantee, threatened against or affecting it that could or might adversely affect the Project or any of the transactions contemplated by this Agreement, the validity or enforceability of this Agreement, or the abilities of the Grantee to discharge their obligations under this Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, SC ORS DOD may require repayment from the Grantee and this Agreement may be terminated by SC ORS DOD effective upon notice.
3. No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Grantee shall provide SC ORS DOD with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Agreement.
4. The Grantee is solvent, is financially capable of performing the Project responsibilities, is a going concern, is duly authorized to do business under South Carolina law, and is not delinquent on any federal, state, or local taxes, licenses, or fees. If it is subsequently found that the Grantee was not solvent, was not financially capable of performing its Project responsibilities, was delinquent on its federal, state or local taxes, licenses or fees, or, if applicable, was not a going concern or was not duly authorized to do business under South Carolina law, SC ORS DOD may terminate this agreement and require repayment from the Grantee or seek any other remedy available under this Agreement.

Section 8.2. Indemnification.

The Grantee hereby agrees to release, indemnify and hold harmless the State (including, without limitation, SC ORS DOD), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties arising out of any act or omission of the Grantee or any third party in connection with the performance of this Agreement or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Grantee hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified

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Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Grantee or of any third party or of any of their agents, Grantees, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subgrantees, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

Section 8.3. Insurance

The Grantee's insurance coverage shall meet all laws of the State of South Carolina, including but not limited to the applicable insurance requirements for Worker's Compensation and Automobile Liability. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the S.C. Commissioner of Insurance to do business in South Carolina. If the Grantee fails at any time to maintain and keep in force the required insurance, and such default is not cured within 10 calendar days of the receipt of written notice of such default, then SC ORS DOD may cancel and terminate this Agreement on any future date after giving the Grantee written notice of termination of this Agreement. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations or the indemnification requirements under this Agreement. SC ORS DOD requires the Grantee to provide it with Certificates of Insurance reflecting the coverages required by law or that are otherwise applicable to its work on the Project.

Section 8.4. Binding Effect.

The terms of this Agreement are and shall be binding upon each of the Parties hereto, their heirs, executives, representatives, agents, attorneys, partners, successors, predecessors-in-interest, members, managers, member-managers, and assigns, and upon all other persons claiming any interest in the subject matter hereto through any of the Parties. The Grantee must disclose this Agreement to any such person or entity described in this Section.

Section 8.5. Entire Agreement.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. This Agreement supersedes all prior agreements between or among

SC ORS DOD and the Grantee with regard to the Project and expresses the parties' entire understanding with respect to the transactions contemplated herein.

Section 8.6. Amendment.

This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the Parties hereto. In addition, the SC ORS DOD reserves the right to amend the terms of this award if required by federal law or state law, guidance, or regulation without the consent of the Grantee. SC ORS DOD may, upon reasonable notice to Grantee, unilaterally amend this agreement for the sole purpose of making ministerial or administrative changes or correcting scrivener's errors.

Section 8.7. Titles and Headings.

Titles and Headings in this Agreement are used for convenience only and do not define, limit, or proscribe the language of terms identified by such Titles and Headings.

Section 8.8. Severability.

Each provision of this Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein and the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.

Section 8.9. Independent Status of the State, the Grantee, and Any Third Parties.

- a. Independent Entities. The State (including, without limitation, SC ORS DOD) and the Grantee are independent entities from one another. This Agreement, the Project, and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Grantee or between or among either of them or any third party. Nor shall this Agreement or the Project be construed to make any employees, agents or members of the Grantee or any third party into employees, agents, members or officials of the State or to make employees, agents, members or officials of the Grantee into employees, agents, members or officials of the State. Neither the Grantee nor any third party shall have the ability to bind or obligate the State or represent to any person that they have such ability.

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- b. Grantees Responsibility for Expense and Insurance. The Grantee and any third party shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Grantee and any third parties shall provide workers' compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this Project. All expenses incurred by the Grantee, or any third party are their sole responsibilities, and neither the State (including, without limitation, SC ORS DOD) shall be liable for the payment of any obligations incurred in the performance of the Project.

Section 8.10. Transfers or Assignees.

This Agreement, in whole or in part, may not be transferred or assigned by Grantee to another company, organization, or person without the express prior written approval of the SC ORS DOD, which consent may be withheld in SC ORS DOD's sole and absolute discretion. To the extent that SC ORS DOD provides written approval to the Grantee to assign or transfer any interest in this Agreement, the Grantee is not relieved of any of the duties and responsibilities of this Agreement and shall obtain agreement from the assignee to abide by the standards contained in 2 C.F.R. 200. Unless SC ORS DOD otherwise agrees in writing, the Grantee and all assignees are subject to all SC ORS DOD's defenses and are liable for all the Grantee's duties that arise from this Agreement and all SC ORS DOD's claims that arise from this Agreement.

Section 8.11. Subcontracting.

The Grantee shall provide, upon request by SC ORS DOD, copies of any agreements made by and between the Grantee and any subcontractors for the purpose of performing services to fulfill the Grantee's obligations under this Agreement. The Grantee remains responsible for and is not relieved of any of the duties and responsibilities of this Agreement. The Grantee remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Grantee, including those in 2 C.F.R. 200, and shall provide information in their possession that is needed by the Grantee to comply with these standards. Subcontracts entered into by Grantee, if any, shall contain a provision making them subject to all provisions of this Agreement. Grantee will be held solely responsible for the work of all persons engaged by Grantee on the Project, and all such work shall be subject to the provisions of the Agreement. SC ORS DOD is indemnified by the Grantee for any claim presented by a subcontractor, and any contracts made by the Grantee with a subcontractor after the Effective Date of this Agreement for performance of work under this Agreement shall include an affirmative statement that the State is an intended third-party beneficiary of the contract; that

notice of such change to SC ORS DOD pursuant to this section within 10 calendar days of any such change.

Section 8.14. Public Records Act Compliance and Confidentiality.

The Grantee may designate appropriate portions of documents or information provided to SC ORS DOD as confidential, consistent with and only to the extent permitted under 2 C.F.R. 200 – or other applicable law, by marking the top and bottom of each page containing confidential information with the following legend in boldface type: “**CONFIDENTIAL.**” By so marking any page, the Grantee warrants that it has formed a good faith belief that the portions marked “**CONFIDENTIAL**” meet the requirements of the applicable law. SC ORS DOD shall protect confidential and proprietary information from public disclosure consistent with applicable law and except as otherwise required by law. SC ORS DOD shall not act as an arbiter of claims against the Grantee’s assertion of confidentiality. In the event that SC ORS DOD is served with a subpoena, discovery request, or public record request for information that has been designated by the Grantee as confidential information, SC ORS DOD shall forward written notification thereof to the Grantee, along with the subpoena or other request.

All information provided to SC ORS DOD, regardless of whether it is marked Privileged, Confidential, or Proprietary, is subject to being shared with NTIA and the U.S. Department of Commerce. Please see Department of Commerce, NTIA NOFO for the State Digital Equity Capacity Grant Program Section VI for more information. In addition, the SC ORS DOD is subject to periodic audits and similar-type examinations by various federal and state agencies and may be required to allow access to information as part of such audits or similar-type examinations, regardless of whether it is marked Privileged, Confidential, or Proprietary. See, for example 2 C.F.R. § 200.337 and S.C. Code Ann. § 11-7-35. In the event of such audits or similar type examinations, SC ORS DOD will make the agents, entities, or agencies performing the audit or examination aware of the confidential nature of the information.

Section 8.15. Dispute Resolution.

The Parties agree that it is in their mutual interest to resolve disputes informally. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties after a reasonable period, either Party may elect to exercise any other remedies available under this Agreement, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

Section 8.16. Waiver of Objections to Timeliness of Legal Action.

The Grantee knowingly waives any objections it has or may have to timelines of any legal action (including any administrative petition or civil action) by the State (including, without limitation, SC ORS DOD) to enforce its rights under this Agreement. This waiver includes any objections the Grantee may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

Section 8.17. Force Majeure.

Neither Grantee, nor SC ORS DOD shall be liable for any failure or delay in performing an obligation under this Award Agreement, so long as and to the extent to which, any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances caused by or resulting from any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic or pandemic (including but not limited to the novel coronavirus COVID-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. In the event of any such excused delay, the time for performance of such obligations may be extended. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Award Agreement as soon as reasonably practicable.

Section 8.18. Construction, Jurisdiction and Venue.

This Agreement shall be construed and governed by the laws of the State of South Carolina, except its choice of law rules. The Grantee agrees and submits, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of South Carolina and agrees, solely for such purposes, that the only venue for any legal proceedings shall be a state or federal court in Richland County, South Carolina. The place of this Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be Richland County, South Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

Section 8.19. Execution.

This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.

Section 8.20. Acceptance.

If the Grantee agrees to the conditions as stated, please return the executed Agreement and any other documentation requested by SC ORS DOD. This Agreement may be withdrawn if SC ORS DOD has not received such documents within 15 days from the date of the cover letter from SC ORS DOD to the Grantee accompanying this Agreement and Exhibit A.

IN WITNESSETH WHEREOF, the Parties, intending to be legally bound hereby, have read, signed, and caused this Agreement to be executed.

Grantee Name

Signature: _____

Printed Name: _____

Title: _____

Date: _____

South Carolina Office of Regulatory Staff Digital Opportunity Department

Signature: _____

Printed Name: _____

Title: _____

Date: _____