

**CAREER EXPLORATION INTERNSHIP GRANT AGREEMENT**

Grant Control No.:					
Grantee:					
Address:					
City:		State:		Zip:	
FEIN Number:					
Internship Contact:					
Internship Contact E-mail:					
Telephone Number:		Fax Number:			
Effective Date:					
Grant Expiration Date:					
Intern Name					
Maximum Number of Hours of Internship					
Hourly Internship Rate					

This Grant Agreement (the “**Agreement**”) is made and entered into by and between the **State of Ohio, Development Services Agency (“Grantor”)** and Grantee in accordance with the terms and conditions of this Agreement upon which Grantor will provide financial assistance to Grantee through reimbursement for wages paid for an approved Career Exploration Internship (the “**Internship**”).

**1. Career Exploration Internship Funding.** Grantor agrees to reimburse Grantee funds equal to 50% of the wages paid to the Intern up to the maximum amount of XXX and 00/100 Dollars (\$00.00) (the “**Grant Funds**”) (which is the product of the “Maximum Number of Hours of Internship” and the “Hourly Internship Rate” set forth above) to be used for the sole and express purpose of reimbursing wages paid to the approved and successfully completed Career Exploration Internship. At the sole discretion of Grantor, Grant Funds may be increased during the Internship, in accordance with the terms of this Agreement, to reflect subsequent approved Career Exploration Internship wages paid, provided that in no event may the Grant Funds exceed \$5,000.

**2. Terms and Conditions.** The terms and conditions attached hereto are hereby incorporated into this Agreement.

**3. Required Career Exploration Internship Report.** Grantee shall provide a report (the “**Report**”) to the Grantor within thirty days of the completion of the Internship or within thirteen months after approval of the application, whichever comes first. The Report must contain the following: (a) the date the Intern began the Internship; (b) the date the Internship ended or a statement that the Intern continue to be employed by the Grantee; (c) the total number of hours the Intern was employed for the Internship; (d) the total wages paid by the Grantee to the Intern; (e) a signed statement by the Intern briefly describing the duties performed during the Internship and the skills and experiences gained throughout the Internship; (f) confirmation that the Intern and the principal, guidance counselor or other qualified individual who signed the Internship application met at least once prior to the Report being submitted to discuss the Intern’s experiences, aspirations and goals; and (g) a sworn statement verifying the accuracy of the Report.

**4. Disbursement of Grant Funds.** Grantor shall disburse the Grant Funds on a reimbursement basis for the approved Internship in accordance with the terms of this Agreement. The payment of the invoice shall be based upon 50% of Grantee’s actual wages paid to the Intern under the Internship. The Grantee shall submit its one final invoice within thirty (30) days of completion of the Internship together with the Report.

**5. Term of Agreement.** This Agreement shall be in effect from the Effective Date through the Grant Expiration Date as set forth on the first page of this Agreement, unless it is terminated earlier as provided in Section 8 (collectively, the “**Term**”).

**6. Failure to Complete Internship.** If Grantee fails to complete the Internship and timely submit the required invoices for reimbursement and the Report, the Grant Funds encumbered under this Agreement will automatically

be released, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds.

7. **Certification of Funds.** None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

8. **Default and Remedies.**

(a) **Default.** Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement or any other agreement between Grantor and/or the Director of Grantor and Grantee. If Grantee fails to satisfy its obligations under this Agreement, Grantor may pursue remedies in accordance with the terms and conditions of this Agreement.

(b) **Early Termination.** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for sixty (60) days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Internship location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under the terms of the Agreement.

(c) **Effects of Termination.** Within thirty (30) days after termination of this Agreement following any default, Grantee shall provide Grantor with an invoice setting forth the wages paid to the Intern during the Internship from the Effective Date through the termination and the Report. This reporting obligation shall survive the termination of the Agreement.

(d) **Grantor's Expenses.** Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

9. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been sufficiently given if provided to the addresses listed in the Terms and Conditions in accordance with the methods authorized in the Terms and Conditions.

10. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

(c) **Entire Agreement.** This Agreement, including its terms and conditions, exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity,

without invalidating the remainder of such provisions of this Agreement.

(e) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(g) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(h) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(i) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(j) Confidentiality. Grantor must maintain the confidentiality of the social security numbers and individual employee payroll data submitted by Grantee under this Agreement pursuant to O.R.C. 1347.15(H) and/or other governing statutory authority or provisions with respect to this Agreement.

(k) Authorized Representative. Grantor's Authorized Representative shall be the Director of the Ohio Development Services Agency or such individual authorized by the Director in writing.

The parties have duly executed this Agreement effective as of the last date set forth below.

**Grantee:**

\_\_\_\_\_

**Grantor:**

**State of Ohio  
Development Services Agency**

David Goodman  
Director

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE

# TERMS AND CONDITIONS FOR CAREER EXPLORATION INTERNSHIP PROGRAM

## 1. General.

Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Career Exploration Internship Grant Agreement.

Reimbursement Only - Availability of Other Funds. No Grant Funds will be disbursed to reimburse Internship wages unless and until Grantee pays the wages and submits the required Report.

Budget Reductions. Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's Internship commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee.

Disbursement Process. Grantee shall complete and submit invoices as instructed by the Grantor including the Report and any other documentation evidencing the Internship completed and wage payments to the Intern. The Grantee shall submit invoices at the completion of the Internship. Grantor shall review the invoice information no later than thirty (30) days after receipt of the invoice and corresponding source documentation. If Grantor determines the expenses identified in the invoice and source documentation are eligible for reimbursement as part of the Internship, Grantor shall disburse payment to Grantee. If Grantor determines all or a part of the expenses identified in the invoice and source documentation are not eligible for reimbursement, Grantor shall immediately notify Grantee in writing of the deficiencies of the invoice.

Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds 50% of the eligible wages paid to the Intern up to \$5,000. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within thirty (30) days after demand by Grantor. In the event that Grantee does not submit any requests for reimbursement by the Grant Expiration Date and/or the Internship is affirmatively abandoned by Grantee, this Agreement shall be null and void without any further action by the parties and neither party shall have any obligation under this Agreement.

Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

(l) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

(m) Demand Repayment of Grant Funds or Liquidated Damages. Demand repayment of Grant Funds improperly expended under this Agreement or demand liquidated damages. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.

(n) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver,

and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

If to Grantee:

Ohio Development Services Agency  
77 South High Street, 28th Floor  
P.O. Box 1001  
Columbus, Ohio 43216-1001  
ATTN: Chief, Business Services Division

The contact and address identified on page one.

With a copy to the Chief Legal Counsel of the  
Ohio Development Services Agency

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E-mail notices and reports with confirmations between Grantor's Authorized Representative and an authorized representative of the Grantee shall be permitted.

Execution. The Career Exploration Internship Grant Agreement and corresponding Amendments may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of amendment.

Indemnification. Grantee shall indemnify and hold harmless Grantor, the State of Ohio and their officials, employees and agents from any and all liability, loss, claim, damage, cost and expense arising from or related to this Agreement, including, without limitation, any failure of any representation or warranty of Grantee to be correct in all respects and any performance or non-performance by Grantee, its directors, officers, employees, agents or affiliates of any obligations or activities under this Agreement or in furtherance of the Internship. Grantee shall bear all costs associated with the defense of Grantor, the State of Ohio and their officials, employees and agents against any claim for which Grantee may be liable under this Agreement.

## **2. Reporting.**

Closeout Evaluation. Within thirty (30) days after the Internship is completed, Grantee shall provide Grantor with its invoice for reimbursement and the Report (collectively, the "Closeout Evaluation"). This reporting obligation shall survive the termination of the Agreement.

Invoice Internship Report. Grantee shall submit invoices in accordance with the Disbursement Process outlined in Section 1 of these Terms and Conditions.

Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign on behalf of Grantee shall certify by his or her signature of the Closeout Evaluation that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

## **3. Non-Discrimination.**

Minority Hiring Goal. Grantee shall make a good faith effort to employ minority persons in the

completion and operation of the Internship in the same percentage as the average percentage of minority persons who reside in the county in which the Internship is located and any contiguous Ohio counties.

Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Internship (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

#### **4. Records Maintenance and Access.**

Maintenance of Records. Grantee shall establish and maintain for at least three (3) years after the Grant Expiration Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Internship, including, but not limited to, financial reports, job creation and retention statistics, and all other information pertaining to Grantee's performance of its obligations under this Agreement. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Grantee shall make available to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Internship which are in the possession or control of Grantee, including, but not limited to, records evidencing employment at the Internship site. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection from Grantee's other records of operation.

#### **5. Adherence to State and Federal Laws and Regulations.**

General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Internship and the operation of the Internship as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Internship, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

Ethics. Grantee, by its signature on this document, certifies: (1) has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421, and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in

conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who prior to or after execution of this Agreement, acquires any personal interest involuntarily or voluntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.

Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall be ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1).

Public Records and Publicity. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Internship are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under a trade secret exception to the public records law. Grantee agrees that the Director or the Director's assigns may release and publicize the terms of this Agreement. Grantee consents to the use and/or publishing of its name, city and state of residence, photographs or other likenesses, and/or statements made by the parties regarding the Agreement, worldwide and in perpetuity for any and all purposes, including, but not limited to, promotion of behalf of the State of Ohio, in any and all forms of media, all without further approval.

Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.