

State of Vermont Grant Agreement between  
Agency of Commerce and Community Development, Department of Economic Development  
and the **Lake Champlain Regional Chamber of Commerce** **Agreement #07100-16-04**

1. **Parties:** This is a Grant Agreement between the State of Vermont, Agency of Commerce and Community Development, Administration (hereinafter called "State"), and the **Lake Champlain Regional Chamber of Commerce** with principal place of business at **60 Main Street, Suite 100, Burlington, Vermont 05401** (hereinafter called "Grantee" hereafter collectively with State called "Parties"). Grantee's form of business organization is a non-profit organization. It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is for the Grantee to **implement a targeted marketing and business expansion initiative for Quebec-based businesses, including conducting business outreach activities, promoting partnerships with Vermont businesses throughout the State, and facilitating site selection and collocation at sites throughout the State.** Detailed services to be provided by the Grantee are described in Attachment A.
3. **Maximum Amount:** In consideration of the services to be performed by Grantee, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, **a sum not to exceed 100,000.00 One Hundred Thousand (US \$100,000.00).**
4. **Grant Terms:** The period of Grantee's performance **shall begin on July 1, 2015 ("Effective Date") and end on June 30, 2017.**
5. **Source of Funds:** 100% Interdepartmental funds from the Vermont Enterprise Fund
6. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
7. **Cancellation:** This grant agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
8. **Contact person:** The Grantee's contact person for this award is **Tom Torti**; Telephone Number 802-863-3489 extension 202; E-mail address [tom@vermont.org](mailto:tom@vermont.org)

The State's contact person for this award is: Lucy Leriche; Telephone Number 802-371-9077; E-mail address [lucy.leriche@vermont.gov](mailto:lucy.leriche@vermont.gov)

9. **Attachments:** This grant consists of 18 pages including the following attachments that are incorporated herein:

Attachment A – Specifications of Work to be Performed  
Attachment B - Payment Provisions  
Attachment C - Standard State Provisions for Contracts and Grants (Revised 9/1/15)  
Attachment D - Other Grant Agreement Provisions  
Appendix I – Performance Measures  
Appendix II – Grant Budget

State of Vermont Grant Agreement between **Agreement #07100-16-04**  
Agency of Commerce and Community Development, Department of Economic Development  
and the **Lake Champlain Regional Chamber of Commerce**

**10. Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:

- Standard Grant
- Attachment C
- Attachment D
- Attachment A
- Attachment B
- Appendix I
- Appendix II

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

**By the State of Vermont:**

Date: 12/15/15  
Signature: Patricia MA  
Name: Patricia Moulton  
Title: Secretary  
Agency: Commerce + Community Development

**By the Grantee:**

Date: 12-2-15  
Signature: Thomas W. Tait  
Name: Thomas W. Tait  
Title: President

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**ATTACHMENT A**  
**SPECIFICATIONS OF WORK TO BE PERFORMED**

- 1. Grant Issuance:** Grantor will issue the amount of \$100,000.00 as detailed in Attachment B.
- 2. Grant Requirements:** This document is the request by the Grantee for release of its FY 2016 funding appropriated in Act 51, Section G10 (a) (2) (2015 Session) (Appropriations) by the Vermont General Assembly.
- 3. Grantee Will:**
  1. Formalize and broaden the relationship with the Federation of Chambers of Commerce of Quebec by
    - a. Executing a Memorandum of Understanding (MOU) between the Federation of Chambers of Commerce of Quebec and the Lake Champlain Regional Chamber of Commerce - Vermont Quebec Enterprise Initiative (VQEI) outlining the establishment of business engagements and a capstone event. When finalized, the MOU will be included in the next report that is due to the State.
    - b. Enhancing the COREX website, managed by the FCCQ, through the work of the LCRCC-VQEI. It will include information about Vermont companies interested in trade relationships with Quebec companies. Updates will be provided in the next report due to the State regarding how many companies have been enrolled and how many FCCQ events have been planned or executed.
      - VQEI will market the opportunities of the COREX database to Vermont companies and seek to enroll at least 4 companies who will use the database
      - Attend 3 events and convene meetings to solidify our interest and involvement with FCCQ.
  2. Constitute a VQEI Advisory Council to help guide and advise the Chamber activities to include legal, logistics, marketing, political and other business perspectives.
    - The Advisory Council will meet quarterly to obtain feedback on activities, ideas, materials and more.
    - Summary of meetings will be included in required reports.
  3. Lead organized outreach to Vermont companies interested in business with Quebec and Quebec companies interested in business with Vermont by doing the following:
    - a. Identify and develop business to business outreach strategies around established and emerging Vermont business sectors, including:
      - i. Environmental
      - ii. Renewable Energy
      - iii. Value-Added Agriculture
      - iv. Information Technology
      - v. Bioscience

- b. Identify and engage in opportunities to learn more about the Quebec entrepreneurial ecosystem, how elements are funded, managed, etc. in an effort to bring best practices to Vermont.
    - i. Hold at least four (4) business exploratory meetings in Vermont exposing Quebec companies to Vermont markets.
    - ii. Develop and deliver 3 training forums for Vermont companies interested in doing business with Quebec and reciprocal trainings for Quebec companies interested in locating in Vermont.
    - iii. Develop a “Doing Business in Vermont” handbook for Quebec companies in conjunction with the Vt. Economic Development Department.
    - iv. Publish the French version of the handbook
  - c. Hold two site selector meetings at targeted economic development forums to pitch Vermont as the location of choice for Quebec businesses interested in location to the United States.
    - Goal: Two site selector meetings and details will be provided in required reports.
4. Marketing and Collaboration
- a. Assist the State with the development of a media-marketing campaign that promotes Vermont as the location of choice for Quebec companies interested in locating in the United States.
  - b. Produce marketing and promotional materials, customizable to individual sectors and companies in both English and French. Material will be submitted with report.
  - c. Produce marketing and promotional materials, customizable to individual Vermont Regional Development Corporations, if they so desire.
  - d. Partnerships for events and cross marketing opportunities are established with organizations such as those listed below. Additionally, outreach updates will be provided in each report
    - i. Alliance Francaise of the Lake Champlain Region,
    - ii. Vermont Council of World Affairs,
    - iii. Regional Development Corporations
    - iv. State and local chambers of commerce
    - v. Other associations doing similar cross-border work
  - e. Regularly collaborate with partner organizations and share information and data, as appropriate:
    - i. Provide ACCD with access to the VQEI database
    - ii. Include the VAAA in *monthly* VQEI communications
    - iii. Reach out and share information with the Regional Development Corporations (RDC's) on a Quarterly basis

5. Reporting:

- a. Report progress on items 1-4 above, as follows:
  - i. On or before January 15, 2016 for the period ending December 31, 2015
  - ii. On or before July 7, 2016 for the period ending June 30, 2016
  - iii. On or before January 15, 2016 for the period ending December 30, 2016
- b. Submit Financial and Progress reports as follows:
  - i. Mid-Term Progress report on or before July 15, 2016 for the period July 1, 2015 through June 30, 2016.
  - ii. Final Progress report on or before July 15, 2017 for the entire grant period.

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	ACTIVITIES	OUTCOME	MEASURES
<b>FCCQ RELATIONSHIP</b>	<p>Develop Partnership Agreement with the FCCQ</p> <p>Enhance COREX resource</p> <p>Event Participation</p>	<p>Formalized collaboration with the FCCQ</p> <p>Vermont companies will gain access to new opportunities</p> <p>Build relationship with FCCQ team</p>	<p>Executed MOU</p> <p>At least <b>four</b> Vermont companies will enroll with the goal of <b>adding eight</b></p> <p>Attend or organize at least <b>three events</b> with the FCCQ and Vermont companies (can be sector specific)</p>
<b>VQEI ADVISORY COUNCIL</b>	<p>Create an advisory council to help guide VQEI activities</p>	<p>Better communication and opportunity for input by experts</p>	<p><b>Four advisory meetings</b> held quarterly with updates sent to ACCCD reports</p>
<b>OUTREACH</b>	<p>Identify and develop B2B outreach strategies in the following sectors: environmental, renewable energy, value-added ag, IT and bioscience</p> <p>Identify/engage in programs to learn more about Quebec economic development and expose Quebec companies to opportunities in Vermont</p>	<p>Improved opportunities to grow these sectors</p> <p>Pitch Vermont to Quebec companies and adopt best practices where applicable</p>	<p>Create/participate in at least 3 relevant sector activities.</p> <p>Host <b>four inbound meetings</b> for Quebec companies</p> <p>Develop and <b>deliver three training forums</b> for VT companies seeking to do business in Quebec</p>

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**MARKETING AND  
 COLLABORATION**

<p>Work with ACCD to develop marketing campaign to "sell" Vermont to Quebec</p>	<p>Position Vermont as a great place for Quebec companies to do business</p>	<p>Create a "Doing Business in Vermont" Handbook and publish in both French</p>
<p>Create partnership for events/marketing opportunities with other entities</p>	<p>Enhance channels to promote the VQEI and its mission, as well as create more venues for Vermont companies to network/learn</p>	<p>Possible events/collaborations may include, but are not limited to: RDCs, VCWA, Alliance Francaise</p>
<p>Data and Information Sharing</p>	<p>Ensuring that relevant information is distributed across partner channels</p>	<p>Include partners on VQEI newsletter distribution; allow ACCD access to VQEI database</p>

- **Representations:** By signing this Agreement, the duly authorized signatory of Grantee represents that, pursuant to, inter alia, 24 V.S.A. § 2781(1), Grantee is an entity to which the Funds may be made available, and that, pursuant to, inter alia, 24 V.S.A. § 2783, Grantee has and will comply with all relevant eligibility criteria related to Funds.

**5. Grantee Deliverables:**

The Grantee will sign and return this grant to acknowledge the terms and conditions of the grant. Funds are provided to Grantee to support the provision of services and completion of products specifically described in this Grant, and must be used in a manner that conforms to all relevant State standards, relevant rules, policies, procedures and practices. All reports will be submitted as specified, and are required and must be acceptable to the State before processing of payments. Grantee will maintain related financial records in accordance with generally accepted accounting procedures and make them available to the State upon request.

(End of Attachment A)

**ATTACHMENT B  
PAYMENT PROVISIONS**

The Grant Funds shall be used by Grantee to perform activities related to a **targeted marketing and business expansion initiative for Quebec-based businesses**. Complete details are included in Attachment A.

The sum of **\$100,000.00** was appropriated to State to support operations and administration of Grantee.

1. The State, through its Administration, has the authority to grant in this context pursuant to 3 V.S.A. § 2471 and Administrative Bulletin 5, *Policy for Grant Issuance and Monitoring* (Effective December 26, 2014).
2. **Grantee will submit invoicing to:**

**Agency of Commerce and Community Development  
Financial Manager, Administration  
1 National Life Drive, National Life Building  
6th Floor, North Entrance  
Montpelier, VT 05620-0501**

**Or Email**

**Administration Grants – [Kathy.Thayer-Gosselin@Vermont.Gov](mailto:Kathy.Thayer-Gosselin@Vermont.Gov) with a copy to  
[Lucy.Lerich@Vermont.Gov](mailto:Lucy.Lerich@Vermont.Gov)**

**3. Disbursal of Grant Funds:** The State will disburse the Grant Funds to Grantee over the two-year grant period in five installments, if all requirements are met:

- (1) the **first** installment in the amount of **\$25,000.00** upon the Agency's receipt of the executed Agreement, **including all required insurance documentation;**
- (2) the **second** installment in the amount of **\$25,000.00, on or before February 1, 2016**, upon receipt and acceptance by the Agency of satisfactory reports **for the time period of July 1, 2015 through December 31, 2015**, as required in Attachment A;
- (3) the **third** installment in the amount of **\$25,000.00, on or before July 15, 2016**, upon receipt and acceptance by the Agency of satisfactory reports **for the time period of January 1, 2016 through June 30, 2016**, as required in Attachment A;
- (4) The **fourth** installment in the amount of **\$20,000.00, on or before February 1, 2017**, upon receipt and acceptance by the Agency of satisfactory reports **for the time period of July 1, 2016 through December 31, 2016**, as required in Attachment A.
- (5) **RETAINAGE:** The Grantee agrees to a **5% retainage in the amount of \$5,000.00** under this grant agreement. The retainage amount is to be released only after completion of the grant to the satisfaction of the state. Grantee must submit invoicing requesting release of any retained amount(s).

Grantee will also submit to the State a mid-year and end-of-year Financial and Progress Report. Upon receipt of each Report submission, the State, in order to fully assess the effectiveness of this grant, may require additional information from Grantee.

**4. Breach/Recapture of Grant Funds/Termination of Agreement:** If Grantee does not fulfill in a timely and proper manner its obligations under, or does violate any of the terms or conditions of this Agreement, then State shall notify Grantee of the breach, may establish a period not to exceed thirty (30) calendar days to correct such breach, and may cease payment of any portion of Grant Funds, or other funds due Grantee under any other agreement with State (including any department or division thereof), until the breach is cured. If Grantee does not cure the breach at the completion of the correction period, then State: (1) may require Grantee to immediately reimburse to State any portions of Funds that were not expended or were expended in a manner inconsistent with, or for purposes other than those specifically described in, the terms and conditions of this Agreement; or, in the alternative, may forever retain any portion of Grant Funds, or other funds due Grantee under any other agreement with State (including any department or division thereof), equal to the amount of reimbursement that would have otherwise been required by operation of the preceding clause; and/or (2) may immediately terminate this Agreement by giving written notice to Grantee, specifying the effective date thereof.

**5. Custodian of Executed Agreement:** The State shall maintain the fully executed original of this Agreement.

**6. Certificate of insurance:** Grantee is required to submit to the State its certificate of insurance prior to commencement of work and/or any release of payment (s).

**7.** In the event federal or state funds appropriated to the Agency of Commerce and Community Development become unavailable, reduced, or reallocated to a purpose other than the work described in this Agreement, the State may immediately suspend or cancel this Agreement, and the State shall have no obligation to pay the Contractor for work performed after the Contractor's receipt of written notice calling for suspension of the work or cancellation of the Agreement.

(End of Attachment B)

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS**

**SEPTEMBER 1, 2015**

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party

for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Per Occurrence
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
  - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
  - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
  - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
- a. is not under any obligation to pay child support; or
  - b. is under such an obligation and is in good standing with respect to that obligation; or
  - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:  
<http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

**ATTACHMENT D  
OTHER GRANT AGREEMENT PROVISIONS**

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Work Product Ownership:** Upon full payment by the State, all products of the Grantee's work, including: outlines; reports; charts; sketches; drawings; art work; plans; photographs; specifications; estimates; computer programs; or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.
3. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
4. **Copyright:** Any material produced in whole or in part under this Agreement may be subject to copyright by Grantee. However, Grantee grants the Agency, its Departments, Divisions, agents and assigns, a royalty-free, non-exclusive, perpetual, and irrevocable license to use, publish, disclose, distribute, modify, adapt, reproduce, and display, in whole or in part, such copyrighted materials prepared under this Agreement, for all purposes, by any means and methods, and in all known and hereafter existing media, medium, and technology, except as may be limited by any provision of law. To the extent the Grantee grants such uses of copyrighted material to the State, the Grantee shall document and provide to the State the precise terms of the licensed use granted to the State by the owner of the copyright.
5. **Public Records:** Notwithstanding any provision contained herein, the records remaining solely in the possession of any client entity of Grantee shall not be subject to public inspection under the provisions of 1 V.S.A., chapter 5, subchapter 3. The only records of a client entity that will be subject to public inspection are those documents actually in Grantee's possession and not exempt from public inspection pursuant to Vermont's Access to Public Records Law or any other provision of law.
6. **Grantee's Liens:** Grantee will discharge any and all grantors or mechanics' liens imposed on property of the State through the actions of subgrantors.
7. **Ownership of Equipment:** Any equipment purchased or furnished to the Grantee by the State under this Grant Agreements provided on a loan basis only and remains the property of the State.
8. **State Minimum Wage:** The Grantee will comply with state minimum wage laws and regulations, if applicable.
9. **Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of their Equal Opportunity Plan.

(End of Other Grant Provisions)

**APPENDIX I  
 PERFORMANCE MEASURES**

The Grantee will be evaluated on its service performance on the following performance measures. Low performance scores may result in no further grants with the State of Vermont Agency of Commerce & Community Development.

<b>Performance Measures</b>			
The performance under this grant.			
<b>Grantee: Lake Champlain Regional Chamber of Commerce                  Grant Number: 07100-16-04</b>			
Outcome:			
<b>Benchmarks - Should be specific to the Scope of Work</b>	<b>Failed Expectations</b>	<b>Met Expectations</b>	<b>Exceeded Expectations</b>
Grantee provided an executed copy of the MOU between FCCQ and Grantee			
Updates were provided to the State showing how many companies were added to the COREX website			
Updates showing how many FCCQ events were planned and/or executed were provided to the State			
Meeting summaries were included in reports			
At least 4 business exploratory meetings were held in Vermont			
At least 3 training forums for Vermont companies interested in doing business with Quebec were held			
A handbook entitled "Doing Business in Vermont" was developed, and a copy was provided to the State			
The above handbook was translated into and also published in French			
Outreach updates were provided to State			

Name of Person completing form (please print): \_\_\_\_\_

Title of person completing form \_\_\_\_\_

Date form completed: \_\_\_\_\_ **(End of Appendix I)**

**Appendix II: Grant Budget**

<b>VQEI BUDGET</b>		<b>Year 1</b>	<b>Year 2</b>
<b><u>Personnel Services</u></b>			
Salary		34,000	34,000
Taxes		3,865	3,347
Health Benefits		2,448	2,448
Retirement			680
Parking (per LLC building requirements)		1,020	1,020
<b><u>Operating Expenses</u></b>			
<b><u>Overhead &amp; Supplies</u></b>			
Space & Common Area	120 Square Feet	2,220	2,220
Phone	1 Line & Internet	450	450
Postage		180	180
Copies	0.03 per	90	90
Supplies (Computer etc.)		800	800
<b><u>Administration/Support/Supervision</u></b>			
President (2 Hours/Week)	Supervision/Direction	9,150	9,150
Finance Manager (1 Hour/Week)	Finances/HR	1,870	1,870
<b><u>Travel</u></b>			
In-State	1000 miles/yr	445	445
Out of State	1000 miles/yr	445	445
Lodging Out of State	8 nights at 200.00/night	1,600	1,600
Meals/Meetings	8 Trips + 4 Misc @ \$30	360	360
Registrations	Trade Shows/Site Selectors	1,000	1,000

State of Vermont Grant Agreement between  
 Agency of Commerce and Community Development, Department of Economic Development  
 and the **Lake Champlain Regional Chamber of Commerce**

**Agreement #07100-16-04**

Marketing Materials

Design		1,000	500
Printing		1,000	400
Website Design	Contracted @ 90/hour	1,800	-

Trade Show Materials

Banners		500	-
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LCRCC Contribution

(14,243) (11,005)

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**Total** 50,000 50,000