

STANDARD TERMS AND CONDITIONS

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of North Mississippi Education Consortium (NMEC) to proceed under this agreement is conditioned upon the congressional appropriation of funds and the receipt of federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to NMEC, NMEC shall have the right upon ten (10) working days written notice to the Grantee, to reduce the amount of funds payable to the Grantee or to terminate this agreement without damage, penalty, cost or expenses to NMEC of any kind whatsoever. The effective date of reduction or termination shall be as specified in the notice of reduction or termination.

CHANGES

This agreement shall not be modified, altered or changed, except by mutual agreement by an authorized representative(s) of each party to this agreement, and must be confirmed in writing through NMEC grant modification procedures.

INDEPENDENT GRANTEE

The Grantee shall perform all services as an independent Grantee and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by Grantee with respect to third parties shall be binding on the NMEC.

TERMINATION

The NMEC, by written notice, may terminate this grant, in whole or in part, if funds supporting this grant are reduced or withdrawn. To the extent that this grant is for services, and if so terminated, the NMEC shall be liable only for payment in accordance with payment provisions of this grant for services rendered prior to the effective date of termination.

The NMEC, in whole or in part, may terminate this grant for cause by written notification. Furthermore, the NMEC and the Grantee may terminate this grant, in whole or in part, upon mutual agreement.

Either the NMEC or the Grantee may terminate this agreement at any time by giving 30 days written notice to the other party of such termination and specifying the effective date thereof. The Grantee shall be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of the Grantee covered by the agreement, less payments of compensation previously made.

ACCESS TO RECORDS

The Grantee agrees that the NMEC, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books,

documents, papers, and records of Grantee related to Grantee's charges and performance under this agreement. Such records shall be kept by Grantee for a period of five (5) years after final payment under this agreement, unless the NMEC authorized their earlier disposition. Grantee agrees to refund to the NMEC any overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

LAWS

This agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

LEGAL AUTHORITY

The Grantee assures that it possesses legal authority to apply for and receive funds under this agreement.

EQUAL OPPORTUNITY EMPLOYER

The Grantee shall be an equal opportunity employer and shall perform to applicable requirements; accordingly, Grantee shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, handicap or sex in any manner prohibited by law.

COPYRIGHTS

The Grantee: (i) agrees that the NMEC and the Mississippi Department of Education (MDE) shall determine the disposition to title to and the rights under any copyright by Grantee or employees on copyrightable material first produced or composed under this agreement; and, (ii) hereby grants to the NMEC and the MDE a royalty free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, to authorize others to do so, all copyrighted or copyrightable work not first produced or composed by Grantee in the performance of this agreement, but which is incorporated in the material furnished under the agreement, provided that such license shall be only to the extent Grantee now has, or prior to the completion or full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to other solely because of such grant.

Grantee further agrees that all material produced and/or delivered under this grant will not, to the best of the Grantee's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in the Grantee's opinion be likely to become, the subject of an infringement claim or suite, the Grantee shall procure the rights to such material or replace or modify the material to make it non-infringing.

PERSONNEL

Grantee agrees that, at all times, the employees of Grantee furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike and dignified manner.

SURRENDER OF EQUIPMENT

Grantee and NMEC shall jointly conduct a closing inventory and Grantee shall replace or repair all equipment lost, damaged or destroyed to make up any deficiency between the opening and closing inventories. Grantee shall transfer all equipment per NMEC's guidance and written instructions.

ASSIGNMENT

Grantee shall not assign or subgrant in whole or in part, its rights or obligations under this agreement without prior written consent of the NMEC. Any attempted assignment without said consent shall be void and of no effect.

MISSISSIPPI ETHICS

It is the responsibility of the Grantee to ensure that subcontractors comply with the Mississippi Ethics Law in regard to conflict of interest. A statement attesting to said compliance shall be on file by the Grantee.

I have **read** and **agree** to comply with the standard terms and conditions **and** grant assurances. I certify that the contents of this application, if funded, will be followed for the implementation of the State Digital Learning Instructional Coordinator, Regional Digital Learning Instructional Coordinator, or Digital Learning Instructional Coach, Educator in Residence programs, described herein.

Superintendent/Executive Director/Fiscal Agent

Date

Title of Authorized Person

Grantee Name