

Grant Agreement No. **(Number)**

Grant Agreement
between the
State of Washington
Washington Student Achievement Council
and
(GRANTEE)

This Grant Agreement is made and entered into by and between the state of Washington, Washington Student Achievement Council, hereinafter referred to as the "**AGENCY**," and the below named postsecondary education institution, hereinafter referred to as "**GRANTEE**."

(GRANTEE Name)

(address)

(city, state, zip)

Phone: (Phone Number)

FAX: (Fax)

Email: (Email)

Federal TIN: (TIN #)

WA State UBI Number: (UBI #)

PURPOSE

The purpose of this grant agreement is to enable the GRANTEE to create a partnership with a health care entity (and other partners, if appropriate) to help develop one or more suicide prevention programs.

SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this grant agreement, the nature of the working relationship between the AGENCY and the GRANTEE, and specific obligations of both parties.

- B. The GRANTEE will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as included in the AGENCY'S Request for Proposals No. 19-RFP164, attached as Exhibit B, and the GRANTEE'S Statement of Work, attached as Exhibit C. Exhibit C includes: (List documents such as the proposal, proposal addenda, revised proposal, revised budget, etc.)
- C. The GRANTEE shall produce the following written reports or other written documents (deliverables) by the dates indicated below.

The GRANTEE will submit reports to the AGENCY according to the following schedule on forms provided by the AGENCY:

Report Name	Time Period Covered by Report	Due Date
Report #1	Project start date – 3/31/19	4/15/19
Report #2	Project start date – 6/30/19	6/30/19

All written reports required under this grant agreement must be delivered to (name of contract manager for WSAC), the Contract Manager, in accordance with the schedule above.

PERIOD OF PERFORMANCE

The period of performance under this grant agreement will be from (beginning date), or date of execution, whichever is later, through 6/30/19, unless terminated sooner as provided herein or extended at the sole discretion of the AGENCY.

COMPENSATION

Total compensation payable to GRANTEE for satisfactory performance of the work under this grant agreement shall not exceed (amount in text) \$(Amount in numbers) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work

GRANTEE'S compensation for services rendered shall be based on the following rates or in accordance with the following terms, or as set forth in accordance with the budget in Exhibit C, which is attached hereto and incorporated herein. Travel expenses shall not exceed current state travel reimbursement rates.

BILLING PROCEDURES AND PAYMENT

AGENCY will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Manager quarterly, by 30 days after the end of each calendar quarter. Each invoice will follow a format acceptable to the WSAC and will be accompanied by transaction information that supports invoice charges to the WSAC's satisfaction.

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

The AGENCY may, in its sole discretion, terminate the grant agreement or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this grant agreement.

No payments in advance or in anticipation of services or supplies to be provided under this grant agreement shall be made by the AGENCY.

GRANT AGREEMENT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this grant agreement.

GRANTEE Contract Manager	AGENCY Contract Manager
<p>(Enter Contract Manager's Name)</p> <p>(Enter Name of GRANTEE)</p> <p>(Enter GRANTEE Address)</p> <p>(Enter City, State & Zip Code)</p> <p>Phone : ((Phone)) (Number)</p> <p>Fax: ((Fax)) (Number)</p> <p>Email address: (Email)</p>	<p>(Enter Contract Manager's Name)</p> <p>Washington Student Achievement Council</p> <p>917 Lakeridge Way SW</p> <p>P.O. Box 43430</p> <p>Olympia, WA 98504-3430</p> <p>Phone: ((Phone)) (Number)</p> <p>Fax: ((Fax)) (Number)</p> <p>Email address: (Email)</p>

INSURANCE

The GRANTEE shall provide insurance coverage as set forth in the Request for Proposals No. 19-RFP164. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the GRANTEE or subcontractor, or agents of either, while performing under the terms of this grant agreement.

This insurance coverage shall be maintained in full force and effect during the term of this grant agreement. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and all policies shall be primary to any other valid and collectable insurance. GRANTEE shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

GRANTEE shall submit to AGENCY within fifteen (15) calendar days of the grant agreement effective date a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. GRANTEE shall submit renewal certificates as appropriate during the term of the grant agreement.

ASSURANCES

AGENCY and the GRANTEE agree that all activity pursuant to this grant agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this grant agreement. In the event of an inconsistency in this grant agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic grant agreement instrument
3. Exhibit A – General Terms and Conditions
4. Exhibit B – Request for Proposals No. 19-RFP164
5. Exhibit C – GRANTEE’s Statement of Work (List documents such as the proposal, proposal addenda, revised proposal, revised budget, etc.)
6. Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This grant agreement, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this grant agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This grant agreement shall be subject to the written approval of the AGENCY’S authorized representative and shall not be binding until so approved. The grant agreement may be altered, amended, or waived only by a written amendment executed by both parties.

THIS GRANT AGREEMENT, consisting of (no. of pgs.) pages and (no. of attach.) attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the grant agreement.

[GRANTEE’S NAME]

Washington Student Achievement Council

Signature

Signature

Title

Date

Title

Date

Grant Agreement No. (Number)
EXHIBIT A -
GENERAL TERMS AND CONDITIONS

DEFINITIONS

As used throughout this grant agreement, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the Washington Student Achievement Council of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Executive Director of the Washington Student Achievement Council, and/or the delegate authorized in writing to act on the Executive Director's behalf.
- C. "GRANTEE" shall mean that firm, provider, organization, individual or other entity performing service(s) under this grant agreement, and shall include all employees of the GRANTEE.
- D. "SUBCONTRACTOR" shall mean a firm, provider, organization, other entity, or individual not in the employment of the GRANTEE, that or who is performing all or part of those services under this grant agreement under a separate contract or other agreement with the GRANTEE. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this grant agreement to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE'S reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this grant agreement shall be made by the AGENCY.

AMENDMENTS

This grant agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this grant agreement, nor any claim arising under this grant agreement, shall be transferred or assigned by the GRANTEE without prior written consent of the AGENCY.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce grant agreement terms, each party agrees to bear its own attorney fees and costs.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The GRANTEE shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this grant agreement, except with prior written consent of the AGENCY, or as may be required by law.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the GRANTEE terminate this grant agreement if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this grant agreement.

In the event this grant agreement is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the grant agreement by the GRANTEE. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this grant agreement.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this grant agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, GRANTEE hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the grant agreement, but that incorporate pre-existing materials not produced under the grant agreement, GRANTEE hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that GRANTEE has all rights and

permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The GRANTEE shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this grant agreement, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this grant agreement.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any data delivered under this grant agreement. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the GRANTEE.

COVENANT AGAINST CONTINGENT FEES

The GRANTEE warrants that no person or selling agent has been employed or retained to solicit or secure this grant agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the GRANTEE for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the GRANTEE, to annul this grant agreement without liability or, in its discretion, to deduct from the grant agreement price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISALLOWED COSTS

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

Except as otherwise provided in this grant agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the GRANTEE'S name, address, and grant agreement number; and
 - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this grant agreement shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

DUPLICATE PAYMENT

The AGENCY shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

GOVERNING LAW

This grant agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEMNIFICATION

To the fullest extent permitted by law, GRANTEE shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the grant agreement. "Claim," as used in this grant agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

GRANTEE'S obligations to indemnify, defend, and hold harmless includes any claim by GRANTEE'S agents, employees, representatives, or any subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subcontractor's performance or failure to perform the grant agreement. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this grant agreement. The GRANTEE and its employees or agents performing under this grant agreement are not employees or agents of the AGENCY. The GRANTEE and each of its personnel will not hold itself/himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the GRANTEE.

INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the GRANTEE the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by the AGENCY under this grant agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this grant agreement.

LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this grant agreement. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this grant agreement is not effective or binding unless made in writing and signed by the AGENT.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the GRANTEE'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this grant agreement may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further grant agreements with the AGENCY. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION

During the performance of this grant agreement, the GRANTEE shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this grant agreement shall be protected against unauthorized use, disclosure, modification or loss. GRANTEE shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. GRANTEE and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the grant agreement and the demand for return of all personal information. The GRANTEE agrees to indemnify and hold harmless the AGENCY for any damages related to the GRANTEE'S unauthorized use of personal information.

PUBLICITY

The GRANTEE agrees to submit to the AGENCY all advertising and publicity matters relating to this grant agreement wherein the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The GRANTEE agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this grant agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this grant agreement.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the grant agreement, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE

The GRANTEE shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this grant agreement.

RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this grant agreement.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this grant agreement and prior to normal completion, the AGENCY may terminate the grant agreement under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

SEVERABILITY

The provisions of this grant agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the grant agreement.

SITE SECURITY

While on AGENCY premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING

Neither the GRANTEE nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this grant agreement without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the GRANTEE to the AGENCY for any breach in the performance of the GRANTEE's duties. This clause does not include contracts of employment between the GRANTEE and personnel assigned to work under this grant agreement.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this grant agreement are carried forward to any subcontracts and to any other agreements with subcontractors. GRANTEE and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

TERMINATION FOR CAUSE

In the event the AGENCY determines the GRANTEE has failed to comply with the conditions of this grant agreement in a timely manner, the AGENCY has the right to suspend or terminate this grant agreement. Before suspending or terminating the grant agreement, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the grant agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original grant agreement and the replacement grant agreement or cover contract and all administrative costs directly related to the replacement grant agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The AGENCY reserves the right to suspend all or part of the grant agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by the AGENCY to terminate the grant agreement. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the AGENCY provided in this grant agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this grant agreement, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this grant agreement, in whole or in part. If this grant agreement is so terminated, the AGENCY shall be liable only for payment required under the terms of this grant agreement for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES

Upon termination of this grant agreement, the AGENCY, in addition to any other rights provided in this grant agreement, may require the GRANTEE to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this grant agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the GRANTEE and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this grant agreement. The AGENCY may withhold from any amounts due the GRANTEE such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this grant agreement.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the GRANTEE shall:

1. Stop work under the grant agreement on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the grant agreement that is not terminated;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the grant agreement had been completed, would have been required to be furnished to the AGENCY;

6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this grant agreement, which is in the possession of the GRANTEE and in which the AGENCY has or may acquire an interest.

TREATMENT OF ASSETS

- A. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this grant agreement, shall pass to and vest in the AGENCY upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this grant agreement, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this grant agreement, or (ii) commencement of use of such property in the performance of this grant agreement, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- B. Any property of the AGENCY furnished to the GRANTEE shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this grant agreement.
- C. The GRANTEE shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed or damaged, the GRANTEE shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. The GRANTEE shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this grant agreement
- F. All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or SUBCONTRACTORS.

WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this grant agreement unless stated to be such in writing and signed by authorized representative of the AGENCY.