ATTACHMENT C

GRANT TERMS AND CONDITIONS
Revised 2/3/2026

1. **WDTF PROJECT REQUIREMENTS**. The Workforce Development Training Fund ("WDTF") is established under Idaho Code § 72-1203 to provide or expand training and retraining opportunities that would not otherwise exist for Idaho's workforce. The WDTF is intended to supplement, but not to supplant or compete with money available through other existing training programs. Consistent with these purposes, performance pursuant to this Grant is subject to the following requirements:

   a. Projects must meet one of the three identified eligible purposes and be aligned to policies established by the Council:

      i. To provide training and retraining for skills necessary for specific economic opportunities and industrial expansion initiatives;
      ii. To provide innovative training solutions to meet industry-specific workforce needs or local workforce challenges;
      iii. To provide public information and outreach on career education and workforce training opportunities, including existing education and training programs and services not funded by the training fund.

   b. Training must be for full time employment. Training of temporary or part-time employees shall not be supported with Grant funds.

   c. If the occupation for which training is being conducted is covered by a collective bargaining agreement, union concurrence is required.

   d. If new jobs are created through the use of Grant funds, Grantee shall list those job openings with the Idaho Department of Labor's nearest local office.

2. **CONFLICT OF INTEREST.** Grantee warrants and agrees that no person in its employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the Grant. Grantee will not hire or subcontract with any person having such conflicting interest(s).

3. **MONITORING.**

   a. Council shall have the right to monitor Grantee's performance under this Grant. Monitoring of Grantee's performance shall be at the complete discretion of Council which will include but is not limited to the Grantee's fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.

   b. If it is discovered through monitoring that the Grantee is in default (not in compliance with the grant agreement), the Grantee may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and or

suspension/debarment from participation in future Council grants and contracts. Default may also result in the cancellation of other agreements between the Grantee and Council.

4. RELATIONSHIP OF THE PARTIES.

a. Grantee shall be and shall remain an independent contractor with full authority, consistent with the other terms of this Grant, to select the means, methods and manner of providing the work called for by this Grant. Grantee shall have full responsibility for all work and materials required and contemplated by this Grant, and nothing herein shall be construed or interpreted to create an employer-employee, principal-agent, master-servant, or joint venture relationship of any kind or degree between Grantee and the Council or any other governmental agency. Grantee agrees to pay when due, all applicable taxes and obligations imposed on the Grantee as a result of work performed pursuant to this Grant, including but not limited to, tax and contributions for unemployment insurance, worker's compensation, social security, and other taxes and liabilities imposed by the United States Government or any state or other governmental agency.

b. Notwithstanding the provisions of paragraph 4(a) above, Grantee agrees that it shall provide all work and materials contemplated by this Grant in strict compliance with the terms of this Grant, and that the work and materials to be performed or provided by Grantee are subject to continuing scrutiny, inspection, and approval by the Council as being services or activities that meet the purposes of the WDTF.

5. ADDITIONAL GRANTEE RESPONSIBILITIES.

a. Grantee shall cooperate fully with all governmental agencies, including without limitation the Council and the Idaho Department of Labor, and that it shall coordinate its work as necessary and as may be directed by the Council.

b. Grantee shall pay when due, all wages, salaries, obligations or other indebtedness to all persons employed, or providing goods and services, pursuant to this Grant.

c. Grantee shall pay when due, all applicable taxes and obligations imposed on Grantee as a result of work performed pursuant to this Grant, including but not limited to, tax and contributions for unemployment insurance, workmen's compensation, social security, and other taxes and liabilities imposed by the United States Government or any state or other governmental agency.

a. Grantee shall pay promptly all valid claims, penalties, interest and costs that may be assessed against Grantee under the laws or regulations of any governmental agency as a result of work performed under this Grant or as a result of a breach of this Grant.

6. SUBCONTRACTING. None of the work covered by this Grant shall be sub-granted or assigned without the prior written approval of the Council. Any approved sub-grant or assignment of any performance hereunder shall be subject to all the provisions of this Grant. Any change in control of Grantee resulting from a merger, consolidation, stock transfer or asset sale shall be deemed an assignment or transfer for purposes of this Grant that requires the Council's prior written consent.

7. **COMMISSIONS AND FEES PROHIBITED.** Grantee warrants that no person or agency has been employed or retained to solicit or secure this Grant for a commission, percentage, brokerage or contingent fee, to be paid from training funds received under this Grant or from any other source. For breach of this covenant, the Council shall have the right to annul this Grant without liability, or at its discretion, to deduct from the Grant said cost or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

8. **AVAILABILITY OF FUNDING.**

   a. It is understood that all funding and payments made pursuant to this Grant are contingent upon the availability of training tax funds collected pursuant to Idaho Code § 72-1203, as well as continued authorization for the WDTF from the Idaho State Legislature. In the event the WDTF is reduced or terminated or no longer has sufficient funds or a positive balance, the financial participation of the Council shall be reduced accordingly or terminated at the discretion of the Executive Director of the Council.

   b. The total cost to the Council for the performance of this Grant shall not exceed the amount agreed upon herein as the maximum payment to Grantee for the work, services, activities and materials to be provided.

   c. This Grant shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature or the United States Congress as may exist from time to time. In the event the Legislature of the State of Idaho or the United States Congress fails, neglects, or refuses to appropriate such funds as may be required and designated to continue payments for this Grant, this Grant shall be at such time automatically terminated and at an end. All future rights and liabilities of the parties hereto shall thereupon cease within thirty (30) days after written notice to Grantee.

9. **COST CATEGORIES AND BUDGET GUIDELINES.**

   a. Expenditures allowed pursuant to this Grant are training and outreach/communications costs, which may include: training seminars, tuition, fees, books and classroom materials, instructor wages and benefits, travel at State of Idaho per diem rates, reasonable equipment lease and rental costs during the training project period, rent of training facilities, reasonable cost of both pretraining and post training assessment of trainees, costs of curriculum development, authorized training equipment (as listed in the budget narrative), authorized marketing and communications expenses (such as traditional/digital advertising, development/printing of marketing materials, and similar but not including souvenirs, wearables and/or gifts), and other reasonable costs related to the approved project

   b. Ineligible expenditures include, but are not limited to, the cost of preparing the proposal, trainees' salaries, and unauthorized equipment.

   c. All trainee travel must be itemized in the Project Budget. No trainee travel will be reimbursed with Grant funds for any purpose other than training as specified in the Project Budget. Trainee travel

outside Grantee's geographic location is not reimbursable unless approved as specified in the Project Budget.

10. ACCOUNTING SYSTEM. Grantee shall furnish and maintain a financial management system in accordance with generally accepted accounting principles that provides for:

a. Accurate, current, and complete disclosure of the financial results of Grant activities;

b. Ability to identify adequately the source and application of Grant funds;

c. Effective control over and accountability for all Grant funds;

d. Comparison of actual Grant expenditures or earnings with budget amounts;

e. Accounting records that are supported by source documentation and provide for proper allocation among the allowable expenditures; and

f. Fiscal accounts maintained in a manner sufficient to permit the reports required by the Council to be prepared therefrom.

11. REIMBURSMENT OF AUTHORIZED EXPENSES.

a. Council shall reimburse Grantee for authorized training expenses within sixty (60) days of receipt of Grantee's duly completed reimbursement forms, participant data forms, and monthly narrative reports. Requests for reimbursement that are untimely submitted may be denied. Council will not allow claims for services furnished by Grantee which are not specifically authorized by this Grant.

b. Grantee agrees that the reporting and record keeping requirements specified in this Grant are a material element of performance and that if, in the opinion of Council, Grantee's record keeping practices and/or reporting to Council are not conducted in a timely and satisfactory manner, Council may withhold part or all payments under this or any other Grant until such deficiencies have been remedied. In the event of the payment(s) being withheld, Council agrees to notify Grantee of the deficiencies that must be corrected in order to bring about the release of withheld payment.

c. Grantee agrees that if pursuant to an audit Council determines that payments were incorrectly reported or paid, Council may amend the Grant and adjust the payments. Grantee will, upon written request, immediately refund any overpayments determined by audit and for which payment has been made to Grantee. Grantee further agrees that Council shall have the right to withhold any or all subsequent payments under this or other Agreements with Grantee until recoupment of overpayment is made.

12. FINAL ACCOUNTING, FINAL PAYMENT AND REPAYMENT.

a. Grantee shall submit to the Council an invoice marked "FINAL," not later than thirty (30) days after the termination date of this Grant. Notwithstanding any terms and conditions or other provisions contained in the final invoice or any accompanying correspondence, the final invoice constitutes

Grantee's final request for reimbursement and upon its payment by the Council, a release by which Grantee does release and discharge the Council, its officers, agents and employees from any and all obligations to make reimbursements under the terms and conditions of this Grant. Both Grantee and the Council understand that all payments are provisional and are subject to adjustment as a result of an adverse audit finding concerning this Grant. In the event Grantee fails to submit either a final invoice or request for a no-cost extension within the time frame established above, the Council shall consider the last regular invoice to be the final invoice and the date of the invoice to be the Grant's completion date. Both Grantee and the Council agree that the Council will not deem any costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the Council and such invoices will not be paid.

b. Within sixty (60) days of receipt of the final invoice from Grantee, the Council shall pay any amount that may be found to be due and owing Grantee pursuant to the terms of this Grant, in keeping with the state's prompt payment practice as outlined in Idaho Code § 67-2302. The Council reserves the right to withhold payment if required documentation is incomplete or inaccurate, and the payment timeline commences once all necessary corrections have been made.

c. In the event Grantee has received any amount pursuant to this Grant in excess of that to which it was entitled, Grantee shall, within thirty (30) days of the termination of the Grant, repay to the Council any overpayment. If repayment of the overpayment to the Council is not made within the thirty (30) day period, the Council shall be entitled to commence a civil action to collect the overpayment, and in such an event, Grantee shall be responsible for and agrees to pay all costs of collection, including reasonable legal fees, expenses, court costs, witness, expert and consulting fees.

13. AUDIT.

a. Grantee agrees to maintain books, records, documents, and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. The Council or its duly authorized representative shall have access to any of Grantee's books, documents, or records that are directly pertinent to this specific Grant. Access to records includes the right to review, audit, inspect, and make copies and transcriptions.

b. Grantee agrees to maintain all books, records, and other documents relevant to this Grant for three (3) years after final payment. It is agreed that if an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the records shall be retained until all issues arising out of such actions are resolved.

c. Grantee agrees in case of the termination of the existence of Grantee by bankruptcy or any other reason, that all program and fiscal records related to this Grant in Grantee's possession shall be provided to the Council and shall become the property of the Council.

d. The requirements of this section shall be included in all approved sub-grants and assignments.

14. PROHIBITED ACTIVITIES.

a. Political Activities. No funds received from the WDTF shall be used directly or indirectly for any political activity. Grantee shall not directly or indirectly cause or attempt to cause any person to make a contribution of a thing of value, including services, for the benefit of any political cause, candidate or any political party, by means of the denial or deprivation or the threat of the denial or deprivation of any employment or benefits funded under the WDTF.

b. Lobbying Prohibited. Funds provided under this Grant shall not be used to support or defeat governmental candidates in any election or to support or defeat any national, state, county or municipal legislation, ordinances or policies.

c. Theft, Embezzlement, Improper Inducement, Obstruction of Investigations, Incident Reports. Grantee agrees to adhere to the following provisions:

i. Grantee shall not knowingly embezzle, willfully misapply, steal or obtain by fraud any of the monies, funds, assets, or property provided by this Grant;
ii. Grantee shall not induce any trainee to give up any money or any other thing of value under threat of dismissal;
iii. Grantee shall not willfully obstruct or impede an investigation or inquiry arising from activities under this Grant;
iv. Grantee shall immediately report to the Council all alleged or suspected incidents of fraud, abuse, or other criminal activity relating to the performance of this Grant; and
v. Grantee shall not solicit or accept unlawful or illicit gratuities, favors or anything of monetary value relating to the performance of this Grant.

d. Written Anti-Discrimination Policies. Grantee shall forbid absolutely, and shall at all times maintain written policies prohibiting unlawful discrimination against any trainee, including without limitation policies against sexual discrimination and harassment.

15. COMPLIANCE WITH LAWS.

a. Compliance with Legal Requirements. Grantee shall comply with all requirements of federal, state and local laws and regulations applicable to Grantee or to the Property provided by Grantee pursuant to the Agreement. For the duration of the Agreement, the Grantee shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

b. Anti-Discrimination Laws. As a condition of the award of financial assistance from the WDTF, and as a material term of this Grant, Grantee agrees and assures that, with respect to the operation of the Grant or arrangements to carry out the work contemplated herein, at its performance of its Grant obligations, it will comply fully with the nondiscrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin, which includes discrimination affecting persons with limited English proficiency; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination

against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs; and all other federal, state and local laws, and all applicable requirements imposed by regulations implementing those laws.

c. OSHA Requirements. The State of Idaho and its officers, employees and agents assume no responsibility with respect to any accident, illness or claims arising out of any work, services, or activities undertaken due to or with the assistance of funds provided under this Grant. Grantee is expected to take reasonable steps to insure or protect itself and its personnel. Health and safety standards established under state and federal law, otherwise applicable to the working conditions of Grantee's employees, shall be equally applicable to the working conditions of Grantee's trainees.

16. SAFE WORKPLACES. Trainees involved or engaged in work pursuant to this Grant shall not be required or permitted to work, be trained or receive services in buildings or surroundings or under conditions that are unsanitary, hazardous or dangerous to their safety or health.

17. ALLOCATION OF RISK BETWEEN STATE ENTITIES. If Grantee is a state governmental entity participating in the State of Idaho Risk Management Program comprehensive liability plan utilizing the Retained Risk Account ("Risk Program"), then the following provisions shall apply:

a. Each party shall be responsible only for the acts, omissions or negligence of its own employees. Each party is obligated to notify the Division of Risk Management and the other party upon receipt of notice or in the event it has knowledge of any claim or damage arising out of this Agreement.

b. Nothing in this Agreement shall extend the tort responsibility or liability of either party beyond that required by the Idaho Tort Claims Act, Idaho Code section 6-901 *et seq*. Any covered third party tort liability claim, suit or loss arising from this Agreement shall be allocated to the parties by the Division of Risk Management for purposes of the respective loss experiences and subsequent allocation of self insurance assessments.

c. If a claim or damage is not covered by the Risk Program, the responsible party shall pay the costs arising from such claim or damage. If a claim or damage arises from more than one party's performance of the Agreement or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.

18. IDAHO TORT CLAIMS ACT. Nothing in this Agreement shall extend the tort responsibility or liability of Council beyond that required by the Idaho Tort Claims Act, Idaho Code section 6-901 *et seq*., or constitute a waiver or repudiation of any immunity or other statutory protection against liability applicable to Council, or its employees and agents.

19. OWNERSHIP OF INFORMATION.

a. Work Product. All documents, including but not limited to photos, video, asset files, hard copy assets, code, applications, etc. prepared by Grantee pursuant to this Agreement are jointly owned by Grantee and may be shared with any person without the prior consent.

b. Ownership of Materials and Information. Except as specifically provided otherwise in the Agreement, the Council shall own and retain all rights to hardware and other goods purchased by the Council and to information, materials, procedures, software, techniques, know-how, processes and data furnished to the Grantee under this Agreement.

c. Except as otherwise provided in this Agreement, all deliverables, information, documents, materials, instruments, manuals, procedures, processes, data analyses, and reports created or compiled by the Grantee in furtherance of the work described in this Agreement (the "Intellectual Property") shall be the property of the Grantee. Grantee grants to the Council and State of Idaho a royalty-free, irrevocable, perpetual, non-transferable, and non-exclusive license to use, reproduce, prepare derivative works based on, modify, maintain and enhance all Intellectual Property. The payments paid by the Council under the Agreement shall be the sole source of payment for the grant of license herein. This provision shall survive termination of the agreement.

20. ACKNOWLEDGEMENT. The Grantee must acknowledge the Council in all press releases and materials created using funds provided by the Council.

21. CONFIDENTIAL INFORMATION. The Council may disclose to Grantee financial, personnel or other information that it regards as proprietary or confidential ("Confidential Information"). Grantee shall use such Confidential Information only in the performance of its services or obligations under this Agreement and shall not disclose Confidential Information or any advice given by it to the Council to any third party except with the Council's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the Council. The Council may require that Grantee's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. The confidentiality obligation in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:

a. Is or was in Grantee's possession before being furnished by Council, provided that such information or other data is not known by Grantee to be subject to another confidentiality agreement with or other obligation of secrecy to the Council;

b. Becomes generally available to the public other than as a result of disclosure by Grantee; or

c. Becomes available to Grantee on a non-confidential basis from a source other than the Council; provided that such source is not known by Grantee to be bound by a confidentiality agreement with or other obligation of secrecy to the state.

22. PUBLIC RECORDS. Grantee acknowledges that the Council is subject to the reporting requirements of Idaho Code § 67-1085 and the provisions of the Idaho Public Records Act, Title 74, Chapter 1, Idaho Code. Notwithstanding any term herein relating to confidentiality, the Council is required to comply with such laws. Records received from the Grantee and certain records produced by the Grantee in the performance of the Agreement may be open to public inspection and copying unless exempt from disclosure. Upon request, the Grantee shall provide records subject to inspection pursuant to Idaho Code section 74-102 and

not maintained by the Council. In any record provided to the Council the Grantee shall clearly designate individual portions of records that it desires to keep exempt as "exempt" on each page of such documents and shall indicate the basis for such exemption. The Council will not accept a legend or statement on one page that all, or substantially all, of a document is exempt from disclosure. The Grantee shall indemnify and defend the Council and the State of Idaho against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring the Grantee's designation of exempt records or for the Grantee's failure to designate records as exempt. The Grantee's failure to designate as exempt any record that is released by the Council shall constitute a complete waiver of any and all claims for damages caused by any such release. If the Council receives a request for materials claimed exempt by the Grantee, the Grantee shall provide the legal defense for such claim and pay all expenses incurred by the Council or the State of Idaho in connection with such request.

23. INDEMNIFICATION. Grantee shall defend, indemnify, and hold harmless Council and the State of Idaho, and their officers, employees, and agents against all claims, suits or actions arising from any act of omission or commission of Grantee or any of its employees, trainees or agents while performing any work, services, or activities, or providing any materials relating to or in connection in any way with the performance of this Grant or its agreements with participating entities, including without limitation any suits or actions brought by trainees serviced under this Grant.

Grantee Is a State Government Entity. However, the indemnification requirements in this contract shall not apply to Grantee if Grantee is a state government entity. If the Parties are both state government entities, then each party shall be liable to the other for damage to property of the other caused by such party in the performance of this Agreement or any related task. If the damaged property (including vehicles) is covered by property or auto coverage through Risk Management, then Risk Management shall charge the damage or loss to the responsible party, and the responsible party shall be responsible for the deductible, if any. In the event of damage to either party's property in the performance of this Agreement for which it is unclear which party was at fault or caused such damage, then each party shall be responsible for their own property. Each party shall notify Risk Management and the other party in the event it receives notice or knowledge of any claim(s) arising out of the performance of, or activities under this Agreement.

24. ENTIRE AGREEMENT AND PRIORITY. This Agreement embodies the whole and entire agreement of the parties relating to the subject matter hereto, and the parties agree that there are no promises, provisions, terms, conditions, or obligations, other than those set forth herein. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. Where terms and conditions specified in Grantee's application differ from those specifically stated in the Agreement, the terms and conditions of the Agreement shall apply.

25. TERMINATION FOR UNCURED DEFECT.

a. Grantee's Failure to Cure Defect. The Council may terminate this Grant and all rights, liabilities and obligations due hereunder, at any time, if Grantee shall fail to cure within five (5) working days after receipt of written notice of any of the following defaults:

i. Grantee refuses or neglects or is unable to provide the work or materials contemplated by this Grant;

ii. Grantee fails to provide the work or materials contemplated by this Grant in a timely manner;
iii. Grantee fails to comply with any one or more of the terms of this Grant, or performs in bad faith;
iv. Grantee is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of its creditors;
v. A trustee or receiver is appointed for Grantee or for any of its property;
vi. Grantee files a petition to take advantage of any debtor's relief act or to reorganize itself under the Bankruptcy Act or similar laws;
vii. Grantee fails to timely pay any payments for any reason as contemplated herein;
viii. Grantee disregards any applicable statutes, ordinances, rules, directives, or orders of any governmental entity.

b. Termination Where Emergency Exists. If events or acts constituting a default of the Grantee represent a threat to the lives, safety, health or well-being of any person, the Council may immediately declare this Grant terminated without notice and an opportunity to cure.

26. SUSPENSION. The Council may, upon 30 days written notice to Grantee, suspend this Grant in whole or in part if it is determined that suspension is in the best interest of the Council, or if Grantee has materially failed to comply with the terms and conditions of this Grant or is otherwise in default. No obligations incurred by Grantee during such period of suspension shall be allowable under the suspended Grant, except that the Council may, at its discretion, allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension. Appropriate adjustments to payments under the suspended Grant will be made either by withholding payments or by not allowing Grantee credit for disbursements that are made in liquidation of authorized obligations incurred during the period of suspension. Suspension of the Grant shall remain in effect until Grantee has taken corrective action to the satisfaction of the Council, or given assurances satisfactory to the Council that corrective action will be taken, or until the Council terminates the Grant.

27. TERMINATION OF GRANT.

a. Council's Right to Terminate. This Grant may be terminated in whole or in part by the Council at any time before the date of completion for any of the following reasons:

i. Upon receipt by the Council of Notice of Suspension or Termination of the WDTF;
ii. Due to insufficient funds or a negative balance in the WDTF;
iii. Due to unforeseen circumstances that would require a major modification to the project;
iv. Due to Grantee's failure to provide the training contemplated by this Grant for two (2) consecutive calendar quarters, or Grantee's failure to provide a progress report for two (2) consecutive calendar quarters outlining the reasons for the delay in providing the training contemplated by this Grant;
v. Upon the Grantee's default and failure to cure.

b. Notice of Termination. Notice of termination will be given to Grantee in writing at least five (5) business days prior to the effective date of termination.

c. Effect of Termination Notice. Upon receipt of notice of termination, Grantee shall not incur new obligations for the remaining period of this Grant and shall cancel as many outstanding obligations as

possible. The Council shall, however, allow full credit for noncancellable obligations, properly incurred without bad faith, prior to the effective date of the termination.

d. Final Accounting. In the event of termination, Grantee shall provide in writing to the Council a final invoice as required herein.

28. GOVERNING LAW AND VENUE. This Grant shall be governed by the laws of the State of Idaho without reference to its conflict of laws provisions. The exclusive venue for any suit or action brought to enforce any provision of this Grant, or remedy any alleged breach thereof, shall be in the courts of the State of Idaho, in and for the Fourth Judicial District, and the County of Ada, and Grantee hereby expressly submits to the personal jurisdiction of said courts.

29. SEVERABILITY. If any provision of this Grant shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Grant is invalid or unenforceable, but that by limiting such provision would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

30. CHANGES AND MODIFICATIONS.

a. The Council may request changes in the general scope of this Grant, but such changes shall be limited to changes that would expedite achievement of the objectives and would not require substantive changes to the training plan.

b. If any change under this section causes an increase or decrease in the cost or time required of Grantee for the performance of any part of the work under this Grant, an equitable adjustment to the mutual satisfaction of all parties may be made and the Grant shall be modified in writing accordingly.

c. Certain Grant modifications may be required due to new legislation or material changes in circumstances. If Grantee cannot comply with the revised requirements within ten days of receipt of the notice of revision from the Council, the Grant may be terminated upon notice to Grantee.

31. NONWAIVER BREACH. The waiver by any party of a breach or default of any provision of this Grant shall not operate or be construed as a waiver of any subsequent breach.

32. NOTICES. Any notice, request, claim, or other document which is required by this Grant to be written shall be deemed to be given when it is personally delivered the party's designated contact person, or sent by certified mail to the address of such person as set forth in this Grant, or amended by written notice to the other party.

33. IDAHO STATUTORY CERTIFICATIONS. Pursuant to Idaho Code §§ 18-8703, 67-2346*, 67-2347A** and 67-2359, Grantee certifies all of the following to be true: (1) it is not and will not for the duration of the Agreement be an abortion provider or affiliate abortion provider as those terms are defined in Idaho Code § 18-8702; (2) it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control; (3) it it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any

individual or company because the individual or company(i) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture, or (ii) engages in or supports the manufacture, distribution, sale or use of firearms, as defined in Idaho Code § 18-3302(2)(d); (4) it is not owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China, as those terms are defined in Idaho Code section 67-2359; and (3) it will not assign or seek to assign the Agreement to a person or entity operating in violation of any of these statutes. The State of Idaho may immediately terminate the Agreement at is convenience or for cause upon receipt of information that the Grantee is in violation of any term in this Section.

***Only include 67-2346 (Boycott of Israel) and 67-2347A (Boycott of certain industries) if grant value exceeds $100,000 and grantee has 10 or more employees. Otherwise delete references to these 2 code sections as well as language in (2) and (3).

34. **NOTIFICATION OF DATA BREACH**. Grantee shall notify Council contact by telephone within twenty-four (24) hours, unless shorter time is required by applicable law, if Grantee has confirmed or reasonably believes that there has been: (a) a security breach relating to any Confidential Information or other data provided by the Council or (b) any unauthorized disclosure of personal identifying information as that term is defined by Idaho Code section 18-3122(10).