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AGREEMENT FOR THE PROVISION OF GRANT ADMINISTRATOR SERVICES
between
THE PUERTO RICO OFFICE OF MANAGEMENT AND BUDGET
and
[FIRM NAME]

This AGREEMENT FOR THE PROVISION OF GRANT ADMINISTRATOR SERVICES (hereinafter, the "Agreement") is executed in the Effective Date, as specified hereunder, by and between the following parties:

PARTIES

AS PARTY OF THE FIRST PARTY: THE PUERTO RICO OFFICE OF MANAGEMENT AND BUDGET, an instrumentality of the Government of Puerto Rico ("Commonwealth") created under Act No. 147 of June 18, 1980, as amended, known as the "Office of Management and Budget Organic Act" (the "Organic Act"), with principal offices located at: 254 de la Cruz Street, San Juan, Puerto Rico; represented herein by [INSERT POSITION, NAME, CIVIL STATUS & RESIDENCY]; who is dully authorized to execute this Agreement pursuant to the Organic Act (hereinafter, "PR-OMB");

AS PARTY OF THE SECOND PARTY: [FIRM NAME] (hereinafter, the "Grantee"), an entity organized under the laws of the Commonwealth and registered in the Puerto Rico State Department with registration number [INSERT NUMBER], with principal offices located at: [INSERT ADDRESS]; represented herein by [INSERT POSITION, NAME, CIVIL STATUS & RESIDENCY]; who is dully authorized to execute this Agreement pursuant to [INSERT AUTHORITY] (hereinafter, the "Grant Administrator"; together with PR-OMB, the "Parties").

RECITALS

WHEREAS, according to the Organic Act, PR-OMB was created to advise the Governor of Puerto Rico ("Governor") and/or the Commonwealth on budgetary, programmatic, and administrative management matters, as well as fiscal matters related to its ministerial duties, among other things. Pursuant to the Organic Act, PR-OMB has several powers, such as: those related to the Commonwealth's budget formulation; those related to said budget's administration, execution, and controls; those related to evaluation of the managerial and programmatic analysis; those related to operational, managerial, or administrative audits; along incidental matters. Furthermore, article 2(b) of the Organic Act empowers PR-OMB's Executive Director to contract professional, technical, consulting, auditing, and other services deemed necessary for the execution of PR-OMB's ministerial duties.

WHEREAS, on November 15, 2021, the Infrastructure Investment and Jobs Act, Pub. L. 117-58 ("Infrastructure Act") was enacted, authorizing funds for roads, bridges, transportation safety programs, passenger and freight rail, electric vehicle chargers, power infrastructure, and broadband development, among other things.

WHEREAS, subsequently, the National Telecommunications and Information Administration, an agency of the US Government created pursuant to the National Telecommunications and Information Administration Organization Act of 1992, Pub. L. 102-538 ("NTIA"), awarded certain grants to 'Eligible Entities' – including the Commonwealth - for the Broadband Equity, Access, and Deployment Program ("BEAD Program"), through certain Notice of Funding Opportunity ("NOFO"). Funding available

under the BEAD Program is geared towards accelerating the expansion and adoption of digital technologies, particularly broadband infrastructure, to bridge the digital divide and enhance connectivity across communities. Established to foster inclusive and equitable access to digital resources, the BEAD Program seeks to support initiatives that facilitate the deployment of broadband networks, especially in underserved or rural areas. By strategically allocating financial resources, these funds aim to stimulate technological advancement, empower businesses, and improve educational opportunities, promoting economic development and societal progress through widespread access to digital technologies. The BEAD Program core focus is deploying broadband services to underserved locations. Subsequently, on June 30, 2022, the US Department of Commerce notified PR-OMB a total allocation for the Commonwealth of **THREE HUNDRED THIRTY-FOUR SIX HUNDRED FOURTEEN THOUSAND FIVE HUNDRED TEN DOLLARS AND SEVENTY CENTS (\$334,614,510.70)** under the BEAD Program for the measures levied in the NOFO.

WHEREAS, afterwards, on July 11, 2022, the Governor, Hon. Pedro R. Pierluisi, issued Executive Order No. 2022-04, (hereinafter, the "Broadband Executive Order") creating the Broadband Program in Puerto Rico within the PR-OMB (hereinafter, the "PRBP"), mainly in response to Puerto Rico's need for resilient, equitably distributed broadband infrastructure and the social support required to access it knowledgeably and safely. Pursuant to the Broadband Executive Order, PRBP's main purpose is to coordinate, authorize, and execute the disbursement of funding allocated to Puerto Rico for the construction of broadband infrastructure on the Island, among other things and related endeavors.

WHEREAS, the Broadband Executive Order also created an Executive Committee (the "Broadband Committee") tasked with administering the PRBP, authorizing and supervising funds disbursed thereunder, among other things. Furthermore, the Broadband Executive Order authorized the Broadband Committee to procure the contracting of the necessary resources for the sound administration and operation of the PRBP through PR-OMB.

WHEREAS, the Broadband Executive Order instructed PR-OMB to create a Strategic Plan for the Program ("Strategic Plan"), to ensure that allocated funds are used within the terms established to do so, ensure the prompt construction of the broadband infrastructure necessary to close the digital gap in Puerto Rico, and establish necessary controls to ensure the funds are used pursuant to applicable regulations. On August 12, 2023, the Strategic Plan was issued and published on PRBP's webpage, titled Five Year Plan of Action.

WHEREAS, on November 22, 2023, the PR-OMB issued on behalf of PRBP, certain Request for Proposals seeking Grant Administrator Services, Request for Proposals Number PRBP-2023-PRBIF-03-001 (the "RFP"), for the purposes set forth thereunder.

WHEREAS, the Grant Administrator is a firm **[INSERT SELECTED FIRM'S DESCRIPTION]**.

WHEREAS, on **[INSERT DATE]** the Grant Administrator submitted certain proposal in response to the RFP (the "Proposal"), copy of which is attached hereto as **Appendix 1**. Thereafter, on **[INSERT DATE]**, PRBP notified Grant Administrator that it had been awarded the RFP.

WHEREAS, PR-OMB wishes to engage the Grant Administrator to provide the Services defined hereunder, and the Grant Administrator is willing to provide them on an subject to the terms and conditions set forth below.

WHEREAS, on [INSERT DATE], PR-OMB received the approval of the Puerto Rico Innovation and Technology Service (“PRITS”) as provided by Act No 75-2019, and Administrative Order No. PRITS-2023-001, issued on March 15, 2023.

WHEREAS, the Grant Administrator affirms that it has the necessary capacity, resources, and experience needed to execute its Proposal and fulfill the obligations and responsibilities that it assumes under this Agreement. Furthermore, the Grant Administrator assures it has the legal authority to issue, enter into and perform this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual promises contained herein, and as authorized by the Broadband Committee’s Resolution No. [INSERT NUMBER], the parties hereby agree to execute this Agreement under the following:

TERMS AND CONDITIONS

FIRST – SERVICES: PR-OMB hereby engages the Grant Administrator, and the Grant Administrator hereby agrees, to deliver the Scope of Services (the “Services” attached hereto as *Appendix II*) as according to the timeline stipulated by the Grant Administrator’s Work Plan and Schedule (included in the Proposal). The Services will be provided on and subject to the terms and conditions set forth in this Agreement and in accordance with the Scope of Work detailed in the Proposal, a copy of which is incorporated and made part hereof as an appendix to this Agreement. If any part of the Proposal is found to be inconsistent with the terms and conditions set forth herein, the terms and conditions set forth herein shall take precedence over the Proposal and govern the matter in question. The Grant Administrator will perform the Services remotely unless otherwise agreed to in writing; in such event, PR-OMB shall provide reasonable workspace for the Grant Administrator’s resources. PR-OMB shall cooperate with the Grant Administrator hereunder, including (i) providing the Grant Administrator with reasonable facilities and timely access to data, information and personnel of PR-OMB; (ii) providing experienced and qualified personnel having appropriate skills to perform their assigned tasks and duties in a competent and timely fashion; (iii) providing a stable, fully functional system infrastructure environment which will support the Services and allow the Grant Administrator and PR-OMB to work productively; and (iv) promptly notifying the Grant Administrator of any issues, concerns or disputes with respect to the Services. With respect to the data and information provided by PR-OMB to the Grant Administrator for the performance of the Services, PR-OMB shall have the rights required to provide such data and information and shall do so only in accordance with applicable law and with any procedures agreed upon in writing. PR-OMB shall be solely responsible for, among other things, (a) the performance of its personnel and agents; (b) the accuracy and completeness of data and information provided to the Grant Administrator for purposes of the performance of the Services; (c) making all management decisions, performing all management functions and assuming all management responsibilities; (d) designating a competent management member to oversee the Services; (e) evaluating the adequacy and results of the Services; and (f) establishing and maintaining internal controls, including monitoring ongoing activities. The Grant Administrator’s performance is dependent upon the timely and effective satisfaction of the PR-OMB’s responsibilities hereunder and timely decisions and approvals PR-OMB in connection with the Services. The Grant Administrator shall be entitled to rely on all decisions and approvals of PR-OMB.

SECOND - AGREEMENT TERM: This Agreement shall be in effect from the Effective Date, until **[INSERT DATE]**, unless earlier terminated as provided herein or extended by amendment executed in writing by the Parties.

THIRD – SCHEDULE: The Grant Administrator shall execute and provide the Services as stipulated in the Grant Administrator’s Schedule, included in **Appendix III** of this Agreement.

FOURTH – PROGRESS REPORTS AND PERFORMANCE EVALUATION: The Grant Administrator shall submit to PR-OMB progress reports in writing **[INSERT REPORT SUBMISSION SCHEDULE]** during the Term of this Agreement, (“Progress Reports”) as set forth below. Additionally, the Grant Administrator shall submit to PR-OMB in writing on a quarterly basis, **[INSERT REPORT SUBMISSION SCHEDULE]** the Term of this Agreement (“Summary Reports”) consisting of updated percentage-complete estimates for the Key Milestones Performance Table.

Progress Reports shall: (i) provide a summary of overall progress to date, including on tasks not included in the Key Performance Milestones Table to follow; (ii) detail all key deliverables completed and delivered to PR-OMB over the relevant period, including whether the deliverable was satisfactorily received; (iii) detail all key tasks completed over the relevant period; (iv) describe any delays or challenges faced during the relevant period; and (v) describe any risks for future phases and detail intended mitigation measures.

Summary Reports shall be structured according to the Key Milestones Performance Table, attached hereto as **Appendix V**, with modifications as necessary and as approved by PR-OMB, in order to compare progress against scheduled deadlines.

The Grant Administrator shall not invoice to PR-OMB the time spent to prepare Progress Reports and Summary Reports not included as a deliverable pursuant to the Agreement and the Proposal, or communications reasonably requested by PR-OMB, as it is understood that this is an administrative obligation complementary to the Services hereunder.

Only tasks and deliverables that PR-OMB has deemed to be satisfactorily completed shall be marked as completed in the Progress Reports and Summary Reports – deliverables and tasks that PR-OMB has directed the Grant Administrator to revise or improve shall not be marked as completed in either report, unless the corresponding item has been corrected and deemed satisfactorily received. PR-OMB shall not unduly consider progress to be unsatisfactory without cause. If PR-OMB has not directed the Grant Administrator to revise or improve a task or deliverable within thirty (30) calendar days of receipt, it shall be deemed to have been satisfactorily received.

The Grant Administrator shall support the establishment of a committee, including the development of its rules, bylaws, and procedures, which will oversee and provide guidance related to the Grant Administration Services and ultimately approval of any Grants to be awarded by the Grant Administrator (the “Grant Committee”). The Grant Committee shall have five (5) members, including: two (2) PR-OMB representatives, one (1) Puerto Rico Innovation and Technology Service (“PRITS”) representative, and two (2) Commonwealth representatives from other relevant agencies or offices. The Grant Committee shall evaluate the Grant Administrator’s performance semiannually upon receipt of the Grant Administrator’s Semiannual Report (prior to the establishment of the Grant Committee, PR-OMB shall directly evaluate the Grant Administrator’s performance). An ‘*Approved*’ report indicates the Grant Administrator is in compliance with its duties and responsibilities to perform the Services under this Agreement as they relate to achieving Key Milestones as per the Schedule. On the other hand, a ‘*Failed*’ report indicates the Grant Administrator is noncompliant with its duties and responsibilities to perform the Services under this Agreement as they relate to achieving Key Milestones as per Schedule. PR-OMB shall categorize each report, in writing either by registered mail, return receipt requested,

overnight express mail, hand delivery or to the electronic mail address provided by the Grant Administrator, as 'Approved' or 'Failed', based on the Grant Administrator's progress toward meeting Key Milestones as expressed in the Schedule, ("Certify" or the "Certification"). If the Grant Administrator's Semiannual Report shows the Grant Administrator is on or ahead of anticipated progress as stipulated by the Schedule, then PR-OMB must certify the Semiannual Report as Approved. If the Grant Administrator's Semiannual Report shows delays deviating fifty percent (50%), or greater from anticipated progress as stipulated by the Schedule, ("Substantial Delay"), then PR-OMB shall have the right to Certify the Semiannual Report as Failed indicating the Grant Administrator is noncompliant. If PR-OMB Certifies the Grant Administrator's Semiannual Report as Failed, then the Grant Administrator is on "Notice of Noncompliance".

PR-OMB will provide the Grant Administrator a period of one hundred eighty (180) calendar days to cure noncompliance beginning the day of Notice of Noncompliance, (the "Cure Period"). During the Cure Period, PR-OMB, through the Grant Committee, shall meet with the Grant Administrator monthly to support and assess the Grant Administrator's progress. During the Cure Period, Summary Reports detailing the Grant Administrator's progress relative to the Key Milestones shall be submitted prior to each monthly meeting. At any time during the Cure Period, PR-OMB has the right to re-certify the Semiannual Report's as Approved. If, on the business day following the final day of the Cure Period, PR-OMB, through the Grant Committee, determines the Grant Administrator has not satisfactorily resolved its noncompliance, PR-OMB shall have the right to confirm the Certification as Failed, in writing either by registered mail, return receipt requested, overnight express mail, hand delivery or to the electronic mail address provided by the Grant Administrator, (issuing a "Failed Performance Report").

FIFTH – TERMINATION: Notwithstanding any provision to the contrary in this Agreement, PR-OMB shall have the right to terminate this Agreement at any time, for convenience, by providing the Grant Administrator thirty (30) days prior notice either by registered mail, return receipt requested, overnight express mail, hand delivery or to the electronic mail address provided by the Grant Administrator. This Agreement shall terminate on the date indicated in the notice, which shall be at least thirty (30) days following the date of such notice. Likewise, the Grant Administrator shall have the right to terminate this Agreement by providing PR-OMB thirty (30) days prior written notice to the attention of the Executive Director of PR-OMB, or to the person designated for the management of this Agreement, by registered mail, return receipt requested, overnight express mail, hand delivery or by electronic mail address, if circumstances exist beyond the Grant Administrator's reasonable control which make it unethical or impractical for the Grant Administrator to continue to perform the Services hereunder.

The rights, duties, and responsibilities of the Parties shall continue in full force and effect during the applicable notice period. PR-OMB shall be obligated to pay all fees incurred up to the date of termination, in accordance with the terms of this Agreement. The Grant Administrator shall have no further right to compensation except for amounts accrued for Services rendered under this Agreement until said date.

The Grant Administrator's failure to comply with its duties and responsibilities and to the perform the Services as set forth herein, or failure to abide to its ethical or professional standards, or its negligence or unlawful behavior (including, without limitation, conviction in a Puerto Rico or United States Federal court under Article 3.4 of Act No 2-2018, as amended (known as the "Anticorruption Code for the New Puerto Rico"); Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended (known as the "Enabling Act of the Office of Government Ethics of Puerto Rico"), of any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended (known as the "Puerto Rico Penal Code"); or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017, as amended (known as the "Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico"), shall constitute a breach of the Agreement by the

Grant Administrator that shall entitle PR-OMB to terminate this Agreement immediately and shall, without limitations as to any other rights, release and discharge PR-OMB from any further obligations and liabilities hereunder, and without having to comply with the notice requirements set forth in first paragraph of this FIFTH clause.

The assignment of this Agreement by either Party shall be sufficient cause to terminate it immediately, unless the assignment is made by PR-OMB to (i) a successor entity of PR-OMB, in which case, such assignment shall be considered effective with only a written notice to the Grant Administrator, or (ii) any entity of the Commonwealth's Executive Branch as permitted pursuant to this Agreement. Upon such occurrence, this Agreement shall be binding and inure to the benefit of PR-OMB's successors and assigns. Notwithstanding the foregoing, PR-OMB shall have the right to designate its representatives, which may include the designation of another Commonwealth entity, in connection with this Agreement.

SIXTH – INVOICES: The Grant Administrator will submit monthly invoices to PR-OMB that shall identify and include itemized details for each expense, complying with PR-OMB's Billing Guidelines, attached hereto as **Appendix VI** of this Agreement. The invoices must be duly certified by an authorized representative of the Grant Administrator as provided below. PR-OMB shall review the invoices, and if they are in compliance with the requirements set forth in this Agreement, will proceed with payment.

PR-OMB will not accept invoices for Services rendered that are submitted more than one hundred twenty (120) days after the Services covered thereby have been rendered. The Grant Administrator agrees and waives all right to payment for Services rendered that are not invoiced within one hundred twenty (120) days.

Invoices must also include a written certification stating that no officer or employee of PR-OMB will derive or obtain any benefit or profit of any kind from this Agreement. Invoices that do not include this certification will not be accepted. This certification must read as follows:

"We certify under penalty of nullity that no public servant of the Puerto Rico Office of Management and Budget will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for the Services provided is the agreed-upon price that has been negotiated with an authorized representative of the Puerto Rico Office of Management and Budget. The total amount shown on this invoice is true and correct. The Services have been rendered, and no payment has been received."

All invoices shall be signed in original and mailed to the following address or personally delivered to the attention of:

Mailing Address	Physical Address
Puerto Rico Office of Management and Budget	Puerto Rico Office of Management and Budget
Att: [INSERT NAME]	Att: [INSERT NAME]
P.O. Box 9023228, San Juan, PR 00902-3228	254 de la Cruz Street, San Juan, Puerto Rico

The Grant Administrator shall also email a copy of all signed invoices to the following address: **[INSERT EMAIL ADDRESS]**. The Grant Administrator agrees to submit checking account transfer data to PR-OMB in order to facilitate future payments by means of electronic transfers.

PR-OMB certifies that all disbursements for payments required under this Agreement shall be made from account number **[INSERT ACCOUNT NUMBER]**.

SEVENTH – PAYMENT: PR-OMB shall pay the Grant Administrator for the Services rendered through reimbursement of Eligible Expenses (defined herein) at cost, paid monthly, as stipulated in the Proposal, attached hereto as **Appendix II**, within twenty-one (21) days of receipt of a properly submitted Invoice. Excluding, a one-time payment PR-OMB shall provide to the Grant Administrator in advance of work to be expensed related to the Services, if needed, for start-up costs of **[INSERT AGREED AMOUNT]**, that shall be justified upon receipt of a properly submitted invoice detailing actual costs incurred during the same start-up period. The Grant Administrator shall repay any overage of actual costs received or the overage will be deducted from the following period's reimbursement amount.

For purposes of this Agreement, the term '*Eligible Expenses*' means time and material fees based on actual cost of resources and expenses, as described in Proposal, and may include salaries, necessary office space, reasonable working capital and specific expenses reasonably incurred to perform the Services.

The total maximum amount payable by PR-OMB to the Grant Administrator under this Agreement, shall not exceed **[INSERT AMOUNT]**, unless additional consideration is proposed by the Grant Administrator and approved by PR-OMB based on the Services (the "Maximum Amount"), and the Grant Administrator shall not be obligated to perform Services beyond such amount.

Should the Grant Administrator assign additional resources not included in the Proposal, to facilitate performance of the Services, the Grant Administrator shall promptly send to PR-OMB an Amended Proposal Budget to include such resources' level and salary and request written approval from PR-OMB for such amendment.

The Grant Administrator agrees to notify PR-OMB within twenty-one (21) business days after having invoiced three-fourths (3/4) of the Maximum Amount. The written notification shall include a detailed report of projected Services for the duration of the Agreement and indicate if an increase in the Maximum Amount is projected. The Grant Administrator understands and accepts that it may not exceed the Maximum Amount without a prior written amendment to this Agreement duly executed by the Parties.

EIGHT – SUBCONTRACTING: The Grant Administrator shall not subcontract the Services under this Agreement, or contract third-party experts or other persons to render the Services under this Agreement. A request to hire a subcontractor shall specify the issues in which such subcontractor would take part. The professional fees earned by these subcontractor(s) will be deducted from the Maximum Amount that the Grant Administrator can receive under this Agreement.

From time to time, the Grant Administrator may utilize the Services of personnel from its affiliates, if any, in providing Services under this Agreement, at its own cost, without the need to seek the consent of PR-OMB. However, the Grant Administrator shall remain primarily responsible for providing the Services hereunder. PR-OMB agrees that none of the Grant Administrator's affiliates, or their respective partners, principals or employees, who perform work under this Agreement, will have any liability to PR-OMB in connection with the Services or this Agreement. Nevertheless, the Grant Administrator assumes all liability as to the work performed by its affiliates, their respective partners, principals, or employees under this Agreement, subject to the limitation on liability contained in the FIFTEENTH Clause of this Agreement.

Notwithstanding the foregoing, the confidentiality covenants set forth in the TENTH Clause of this Agreement and the other requirements established in the THIRTEENTH Clause of this Agreement shall apply to these persons.

NINTH – DATA OWNERSHIP: All rights, titles, and interest in and to any data, information and other materials furnished to the Grant Administrator by PR-OMB hereunder (the "PR-OMB Information") are and shall remain PR-OMB's sole and

exclusive property. PR-OMB hereby grants to the Grant Administrator a revocable, limited and non-exclusive license to use such PR-OMB Information to the extent required to provide the Services described herein. Except as provided below, upon full and final payment to the Grant Administrator hereunder, all Grant Administrator's work product created in connection with the Services (the "Deliverables") shall become the property of PR-OMB.

PR-OMB acknowledges the proprietary and confidential nature of Grant Administrator's ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models), templates, software systems, user interfaces and screen designs, general purpose consulting and software tools, websites, benefit administration systems, and data, documentation, and proprietary information that the Authority may have access to or receive under this Agreement (collectively, "Grant Administrator Information"). To the extent that any Grant Administrator Information is contained in any of the Deliverables, subject to the terms of this Agreement, the Grant Administrator hereby grants to PR-OMB a paid-up, perpetual, royalty-free, nonexclusive license to use such Grant Administrator Information for PR-OMB's use in connection with the Deliverables. To the extent that the Grant Administrator utilizes any of its intellectual property or know-how, including, without limitation, the Grant Administrator Information, in connection with the performance of Services, such property shall remain the property of the Grant Administrator and, except for the limited license expressly granted in the preceding paragraph, PR-OMB shall acquire no right or interest in such property. PR-OMB will honor the Grant Administrator's copyrights, patents, and trademarks relating to Services, Deliverables and Grant Administrator Information, and will not use the Grant Administrator's name or other intellectual property without the Grant Administrator's prior written consent.

PR-OMB will use reasonable efforts to cause its employees to minimize distribution and duplication and prevent unauthorized disclosure of the Grant Administrator Information. Subject to applicable freedom of information act requirements, PR-OMB will not disclose Grant Administrator Information to a third party without the prior written consent of the Grant Administrator.

TENTH – CONFIDENTIAL INFORMATION: The Grant Administrator acknowledges the proprietary and confidential nature of all internal, non-public, information systems, financial, and business information now or hereafter provided to the Grant Administrator (collectively, the "Confidential Information") relating to PR-OMB, the PRBP, the Commonwealth, its agencies, instrumentalities, public corporations, and component units, (collectively, the "Government Parties"). The term "Confidential Information," however, shall not include information within the public domain or that is furnished to the Grant Administrator by a third party who is under no obligation to keep said information confidential.

The Grant Administrator and its officers, directors, employees, agents, advisors, members, partners, affiliates, and subcontractors (duly approved and authorized under this Agreement), agree to keep in confidence all Confidential Information provided by the Government Parties or its advisors, in connection with the execution of this Agreement. The Grant Administrator further agrees, in connection with all Confidential Information, that, it (i) shall not make public or disclose any Confidential Information without the previous written consent of PR-OMB, (ii) shall use such Confidential Information only to perform its obligations under this Agreement; and (iii) will reproduce the Confidential Information only as required to perform its obligations under this Agreement.

In addition, the provisions of this Clause shall not prohibit the Grant Administrator from making any disclosure pursuant to any subpoena or order of a court, or a governmental, administrative tribunal or authority which may assert jurisdiction over the Grant Administrator or pursuant to applicable professional standards; provided that the Grant Administrator shall promptly notify PR-OMB of any such disclosure obligations if legally permitted and reasonably cooperate with the PR-OMB's efforts to lawfully avoid and/or minimize the extent of such disclosure.

The Grant Administrator may divulge Confidential Information to the persons who need to know such Confidential Information to fulfill the purposes of this engagement, provided that such persons (i) shall have been advised of the confidential nature of the information and the Grant Administrator shall direct them, and they shall agree in writing, to treat such information as Confidential Information and to return all divulged materials to the Grant Administrator upon request but for one copy for record purposes only; and (ii) in each case, such persons shall be bound by obligations of confidentiality and non-use consistent with and at least as stringent as those set forth in this Agreement.

In connection with the Services, the Grant Administrator will furnish PR-OMB copies of any necessary reports, analyses or other such supporting materials as PR-OMB may request if applicable in accordance with the Proposal and the Services to be provided hereunder. PR-OMB acknowledges that the Grant Administrator may develop for itself, or for others, problem solving approaches, frameworks or other tools and processes developed in performing the Services, and nothing contained herein precludes the Grant Administrator from developing or disclosing such materials and information provided that the same do not contain or reflect Confidential Information.

Furthermore, the Grant Administrator shall return all Confidential Information to PR-OMB within thirty (30) days following the date of termination of this Agreement or, at PR-OMB's election, destroy such information, certifying that all the information has been returned to PR-OMB or destroyed, but for one copy for record purposes only and other than electronic information held in archive and/or backup files to the extent such files cannot be deleted without unreasonable effort or expense and created in the ordinary course pursuant to established data backup/archive procedures. The Grant Administrator shall not invoice the time spent gathering and deliver such information, as it is understood that this is an administrative obligation complementary to the Services rendered hereunder. During this thirty (30) day period, these documents shall be available for inspection by the Office of the Comptroller of Puerto Rico, pursuant to Act No. 9-1952, as amended, and relevant regulations issued thereunder.

This provision shall survive the expiration or earlier termination of this Agreement.

ELEVENTH – CONFLICT OF INTERESTS: The Grant Administrator acknowledges that, in performing the Services pursuant to this Agreement, it has the obligation to exhibit complete loyalty towards PR-OMB, including having no adverse interest to this government entity.

The Grant Administrator certifies that is not currently aware of any relationship that would create a conflict of interest with PR-OMB or those parties-in-interest of which PR-OMB has made the Grant Administrator aware. The Parties acknowledge that no public officer or employee of PR-OMB with the power to execute or authorize this Agreement has knowledge that the Grant Administrator represents particular interests in cases or issues involving conflict of interest or public policy between PR-OMB and the particular interests represented by the Grant Administrator.

The Grant Administrator represents conflicting interests when, on behalf of one client it must support that which it is its duty to oppose to comply with its obligations with another previous, present or potential client. Also, it represents conflicting interests when its conduct is described as such in the standards of ethics applicable to its profession or industry, or in Puerto Rico's laws and regulations. The conduct herein described by one of the Grant Administrator's directors, partners, employees or subcontractors shall constitute a violation of this prohibition. The Grant Administrator shall avoid even the appearance of the existence of conflicting interests.

The Grant Administrator certifies that at the time of the execution of this Agreement, it does not have nor does it represent particular interests in cases or matters that imply a conflict of interests, as defined above or of public policy, between PR-OMB and the particular interests it represents. If such conflicting interests arise

after the execution of this Agreement, the Grant Administrator shall notify PR-OMB immediately.

The Parties hereby declare that, to the best of their knowledge, no public officer or employee of PR-OMB, the PRBP, the Government Parties, the Municipalities, or employee of the Legislative or Judicial branches of the Commonwealth has any direct or indirect interest in the present Agreement. The Parties further acknowledge that, to the best of their knowledge, no public officer or employee is a party to or has any interest in any profits or benefits produced by this Agreement and that no public officer or employee of PR-OMB with the power to approve or authorize this Agreement on behalf of PR-OMB, or any member of his or her family unit, has or has had any direct or indirect economic interests with the Grant Administrator during the last four (4) years prior to said public officer or employee holding office.

The Grant Administrator certifies that neither it, nor any of its directors, executives, officers or employees, offered or paid, directly or indirectly, any commissions, referrals, contracts, or any other consideration having an economic value, to a third party as a condition for obtaining this Agreement or to influence in any way its execution. In addition, the Grant Administrator certifies that it shall not pay any commissions, make any referrals, execute any contracts, or provide any other consideration having an economic value, to a third party for the Services to be rendered under this Agreement, except for any subcontracts authorized by PR-OMB in accordance with the provisions established herein.

The Grant Administrator also certifies that none of its partners, directors, executives, officers, and employees involved in this Agreement receives salary or any kind of direct employment compensation for the rendering of regular services by appointment (or otherwise) in any agency, instrumentality, public corporation, or municipality of the Commonwealth. The Parties acknowledge that this Agreement is not executed with or for the benefit of persons who have been public officers or employees of PR-OMB.

THWELFTH – INDEPENDENT CONTRACTOR STATUS: PR-OMB and the Grant Administrator agree that the Grant Administrator's status hereunder, and the status of any agents, employees, affiliates, and approved subcontractors engaged by the Grant Administrator, shall be that of an independent contractor only and not that of an employee or agent of PR-OMB or any entity of the Commonwealth's Executive Branch. The Grant Administrator shall not have any power or right to enter into agreements on behalf of PR-OMB.

THIRTEENTH – CONTRACTING REQUIREMENTS OF THE GOVERNMENT OF PUERTO RICO: The Grant Administrator will comply will all applicable laws, regulations and executive orders that regulate the contracting process and requirements of the Government of Puerto Rico. Particularly, *Act No. 237-2004*, as amended, which establishes uniform contracting requirements for professional and consultant services for the agencies and governmental entities of the Commonwealth (3 L.P.R.A. § 8611 et seq.), and the Puerto Rico Treasury Department ("PRTD") Circular Letter Number 1300-16-16 issued on January 22, 2016, which is available at: <http://www.hacienda.pr.gov/publicaciones/carta-circular-num-1300-16-16>.

The Grant Administrator accepts and acknowledges its responsibility for requiring and obtaining similar warranties and certifications required under this clause from each and every approved subcontractor whose service the Grant Administrator has secured in connection with the Services and shall forward such evidence to PR-OMB as to its compliance with this requirement.

If available, the certifications issued by the PRTD, the Puerto Rico Department of Labor and Human Resources ("PR-DLHR"), the Municipal Revenue Collection Center ("CRIM", for its Spanish acronym), and the Puerto Rico Child Support Administration ("ASUME", for its Spanish acronym) may also be provided through the Single Debt Certification ("*Certificación Única de Deuda*") established in Act No. 85-2009, as amended, known in Spanish as "*Ley de Certificados y Comprobantes Electrónicos*", in

order to evidence the Grant Administrator's compliance with the relevant Commonwealth agencies.

Any person engaged by the Grant Administrator other than its principals, partners and employees in accordance with the conditions herein established who dedicates twenty-five percent (25%) or more of his or her time to provide Services related to the Agreement shall be considered subcontractors for the purposes of this Clause. Notwithstanding anything herein to the contrary, the Grant Administrator shall have the right to rely conclusively on the aforementioned certifications from Commonwealth agencies in making the representations in this clause. For the purposes of this Agreement, 'tax debt' shall mean any debt that the Grant Administrator, or other parties which PR-OMB authorizes the Grant Administrator to subcontract, may have with the Commonwealth for income taxes, real or personal property taxes, including any special taxes levied, license rights, tax withholdings for payment of salaries and professional services, taxes for payment of interest, dividends and income to individuals, corporations and non-resident accounting firms, unemployment insurance premiums, workers' compensation payments, Social Security for chauffeurs, and ASUME (as defined below):

- A. **PRTD**: Pursuant to Executive Order Number OE-1991-24 of June 18, 1991 ("EO-1991-24") and Act No. 237-2004, as amended, the Grant Administrator hereby certifies and guarantees that it has filed all the necessary and required income tax returns to the Commonwealth for the last five (5) years. The Grant Administrator, further certifies that it has complied and is current with the payment of any and all income taxes that are or were due to the Commonwealth. In compliance with this clause, the Grant Administrator certifies that at the execution of this Agreement it has presented to PR-OMB the corresponding certifications issued by the PRTD. The Grant Administrator shall also provide, and whenever requested by PR-OMB during the term of this Agreement, any other documentation necessary to support its compliance with this clause. The Grant Administrator will be given a specific amount of time by PR-OMB to produce said documents. During the term of this Agreement, the Grant Administrator agrees to pay and/or to remain current with any repayment plan agreed to by the Grant Administrator with the Commonwealth.
- B. **PR-DLHR**: Pursuant to Executive Order Number 1992-52 of August 28, 1992, which amends EO-1991-24, the Grant Administrator hereby certifies and warrants that it has made and will continue to make all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. In compliance with this Clause, the Grant Administrator certifies that at the execution of this Agreement it has presented to the Authority the corresponding certifications issued by the PR-DLHR.
- C. **Department of State of Puerto Rico**: The Grant Administrator shall provide to PR-OMB a certificate of incorporation and a Good Standing Certificate issued by the Department of State of Puerto Rico as proof that it is duly authorized to do business in the jurisdiction of Puerto Rico and has complied with its annual filing obligations.
- D. **CRIM**: The Grant Administrator hereby certifies and guarantees that it does not have any current debt with regards to real and personal property taxes that may be registered with CRIM. The Grant Administrator further certifies that it is current with the payment of any and all property taxes that are or were due to the Commonwealth or any instrumentality thereof. In compliance with this clause, the Grant Administrator certifies that at the execution of this Agreement it has presented to PR-OMB the corresponding certifications issued by CRIM. The Grant Administrator shall also provide, whenever requested by PR-OMB during the term of this Agreement, any other documentation necessary to support its compliance with this clause. The Grant Administrator agrees to pay

and/or to remain current with any payment plan agreed to by the Grant Administrator with the Commonwealth with regards to its property taxes.

- E. **ASUME**: The Grant Administrator certifies that neither the Grant Administrator nor any of its owners, affiliates, or subsidiaries, if applicable, have any debt or legal procedures to collect child support payments registered with ASUME. In compliance with this Clause, the Grant Administrator certifies that at the execution of this Agreement it has presented to PR-OMB the corresponding certification issued by ASUME.
- F. **Social Security and Income Tax Withholdings**: In compliance with EO-1991-24 and C.F.R. Part 404 et. seq., the Grant Administrator will be responsible for paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- G. **Income Tax Withholdings Law**: The Grant Administrator is an independent contractor and, as such, agrees and acknowledges that it has sole responsibility and liability for any and all taxes, contributions, penalties, interest, licenses, fees or other sums payable in connection with the fees and expenses paid pursuant to this Agreement, including, without limitation, any Commonwealth, federal and local income taxes, tax withholdings, excise taxes, sales and use taxes, payroll taxes, municipal taxes and any other taxes applicable under the tax laws of Puerto Rico, the United States, or any other jurisdiction, as such laws may be amended from time to time. Notwithstanding the foregoing, unless the Grant Administrator provides to PR-OMB a waiver or exemption certificate issued by the PRTD, the Parties hereby agree that PR-OMB shall withhold and submit to the PRTD all amounts required to be withheld pursuant to the Puerto Rico Internal Revenue Code of 2011, Act No. 1-2011, as amended from time to time, and any other taxes required to be withheld under any applicable laws, as amended from time to time. In addition to the foregoing, if applicable, PR-OMB shall also withhold the special contribution of one point five percent (1.5%) of the gross amounts paid under this Agreement as required by Act No. 48-2013, as amended, and shall forward such withholdings to the PRTD. PR-OMB will also notify the PRTD of all payments and reimbursements made to the Grant Administrator.
- H. **Enabling Act of the Office of Government Ethics of Puerto Rico, Act No. 1-2012, as amended**: The Grant Administrator certifies that it is in compliance with Act No. 1 of January 3, 2012, as amended, known as the Enabling Act of the Office of Government Ethics of Puerto Rico ("Act No. 1-2012"), and relevant regulations.
- I. **Act for the Improvement of Family Assistance and for the Support of the Elderly, Act. No. 168-2000, as amended**: The Grant Administrator hereby certifies that if there is any judicial or administrative order demanding payment or any economic support under the Act for the Improvement of Family Assistance and for the Support of the Elderly (known in Spanish as "*Ley de Mejoras al Sustento de Personas de Edad Avanzada de Puerto Rico*"), Act. No. 168-2000, as amended, the same is current and in all aspects in compliance. 8 L.P.R.A. §711 et seq.
- J. **Agreement Registration in the Office of the Comptroller of Puerto Rico, Act No. 18 of October 30, 1975, as amended**: Payment for Services rendered under this Agreement will not be made until this Agreement is properly registered in the Office of the Comptroller of Puerto Rico pursuant to Act No. 18 of October 30, 1975, as amended.
- K. **Code of Ethics for Contractors, Suppliers, and Applicants for Economic Incentives of the Government of Puerto Rico, Chapter III of Act No. 2-2018**: The Grant Administrator hereby recognizes and agrees that it shall be bound by and comply with all applicable provisions of the Code of Ethics for Contractors, Suppliers, and Applicants for Economic Incentives of the Government of Puerto Rico (known in Spanish as "*Código de Ética para Contratistas, Soplidores y*

Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico”), Chapter III of Act No. 2-2018. The Grant Administrator acknowledges that it has received a copy of Act 2-2018 and agrees to abide and comply with its dispositions.

- L. **Certification of other Commonwealth agreements:** The Grant Administrator hereby certifies that, at the time of execution of this Agreement, it does not have any other agreement with any agency, public corporation, municipality, or instrumentality of the Commonwealth, except for: **[INSERT NAME; IF APPLICABLE]**. The Grant Administrator certifies that said agreements are not in conflict with the Services provided hereunder.
- M. **Negative Certification of Criminal Procedures:** The Grant Administrator certifies and guarantees that, at the execution of this Agreement and to the best of its knowledge, neither the Grant Administrator, nor any of its partners, associates, officers, directors, employees, agents or subcontractors have been convicted or have been found guilty in any Puerto Rico or United States Federal court for any of the crimes included under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes under Act No. 2-2018 or any other felony that involves misuse of public funds or property, including, but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico (“Act No. 8-2017”). PR-OMB shall have the right to terminate this Agreement in the event the Grant Administrator is convicted in a Puerto Rico or United States federal court for any of the aforementioned crimes. Furthermore, neither the Grant Administrator, nor any of the aforementioned persons, has knowledge of any of the foregoing being the subject of any investigation in either a civil or a criminal procedure in a state or federal court, for criminal or civil charges related to the public treasury, the public trust, a public function, or a fault that involves public funds or property. If the status of the Grant Administrator or any of its partners, associates, officers, directors, employees, agents or subcontractors, with regards to the charges previously mentioned should change at any time during the term of the Agreement, the Grant Administrator shall notify PR-OMB immediately. The failure to comply with this responsibility constitutes a violation of this Clause. In addition to the foregoing, Act No. 2-2018 requires that any person or entity who wishes to be granted a contract with any municipality, agency, instrumentality or public corporation of the commonwealth for the rendering of services must submit a sworn statement signed before a notary public stating neither the Grant Administrator nor any president, vice president, executive director or any member of a board of officials or board of directors, or any person performing equivalent functions for the Grant Administrator, has been convicted or has plead guilty to any of the crimes listed under Article 6.8 of Act No. 8-2017, or any of the crimes included in Act No. 2-2018.
- N. **Investment Act for the Puerto Rican Industry, Act No. 14-2004, as amended:** In compliance with the dispositions of Act No. 14-2004, known as the Investment Act for the Puerto Rican Industry, the Grant Administrator shall use articles extracted, produced, assembled, packaged, or distributed by companies with operations in Puerto Rico or distributed by agents established in Puerto Rico while rendering the Services, provided such articles are available.
- O. **Consequences of Non-Compliance:** The Grant Administrator expressly agrees that the conditions outlined throughout this THIRTEENTH Clause are essential requirements of this Agreement. Consequently, should any one of these representations, warranties, and certifications be incorrect, inaccurate, or misleading, in whole or in part, there shall be sufficient cause for PR-OMB to render this Agreement null and void and to seek via remedies available at law to require that the Grant Administrator reimburse to PR-OMB all moneys received under this Agreement.

- P. **Federal Funds Compliance Requirements:** Given that this Agreement could be partially or completely funded with federal funds, included, but not limited to, those available by the Infrastructure Act and/or the BEAD Program, in addition to the foregoing contracting requirements, this Agreement shall be governed by the federal terms and conditions ("Federal Funds Compliance Requirements") specified in **Appendix VI** attached hereto, and made an integral part of this Agreement.

FOURTEENTH – INSURANCE: The Grant Administrator represents that as of the date of execution of this Agreement, it maintains professional liability insurance coverage for errors, omissions and negligent acts that may arise from the Services rendered under this Agreement in the minimum amount of **[INSERT AMOUNT]**. The Grant Administrator also represents that as of the date of execution of this Agreement, it maintains Commercial General Liability insurance in the minimum amount of **[INSERT AMOUNT]**.

With respect to the Commercial General Liability insurance policy, the certification to be provided by the Grant Administrator must include an endorsement identifying PR-OMB as Additional Insured as respects to the Grant Administrator's activities hereunder and provide Hold Harmless Agreement Clause as respects to the Grant Administrator's indemnity obligations under the first paragraph of clause FIFTEENTH below, pursuant to all policy terms and conditions. Also, the certificates should include the following or similar cancellation notice:

'CANCELLATION CLAUSE: It is understood and agreed that in the event of cancellation of this policy at the request of the insurance company, thirty (30) days written notice shall be given to the above-mentioned additional insured, PUERTO RICO FISCAL OFFICE OF MANAGEMENT AND BUDGET. However, it is agreed that if cancellation is due to non-payment of premium, ten (10) days written notice will be given'.

In any case, notice shall not be required if replacement insurance meeting all requirements and specifications herein is obtained without lapse and the corresponding insurance certificate is timely provided by the Grant Administrator to PR-OMB. It shall be the Grant Administrator's obligation to submit to PR-OMB the corresponding certifications from its insurance company evidencing the abovementioned insurance coverage. The insurance policies required herein must remain in effect during the term of this Agreement, including any amendments to extend said term.

FIFTEENTH – LIABILITY FOR LOSSES: If PR-OMB suffers any damages, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses) (collectively, a "Loss" or "Losses") arising from a third party claim brought PR-OMB for bodily injury, including death, or damage to real or tangible personal property to the extend directly and proximately caused by the Grant Administrator's breach of its obligations hereunder or negligence or intentional misconduct while engaged in performing its obligations hereunder, the Grant Administrator shall defend, indemnify and hold harmless PR-OMB and any entity of the Executive Branch from and against such Losses.

In no event will either Party be liable to the other Party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose, statutory liability or otherwise, and even if advised of the likelihood of such damages. The Grant Administrator and PR-OMB and any applicable entity of the Commonwealth's Executive Branch hereby agree to use reasonable efforts to mitigate any and all damages and other Losses to PR-OMB and any entity of the Commonwealth's Executive Branch. To the extent permitted by law, all claims and Losses relating to, directly or indirectly, or arising from this Agreement (including the Services), however caused, regardless of the form of action and on any theory of liability, including contract, strict liability, negligence or other tort, shall be brought under and

shall be subject to the terms of this Agreement, and the Grant Administrator's aggregate liability for the same shall in no event exceed the total amounts paid to the Grant Administrator under this Agreement.

SIXTEENTH – INFORMATION PROVIDED BY PR-OMB: PR-OMB will submit to the Grant Administrator all information in PR-OMB's control necessary for the Grant Administrator to perform the Services covered by this Agreement. The Services are not of a legal nature, and the Grant Administrator will in no event give, or be required to give, any legal opinion or provide legal representation to PR-OMB. PR-OMB is responsible for the accuracy and completeness of the information submitted to the Grant Administrator in order to perform the Services and agrees to notify the Grant Administrator, as soon as possible, of any problems or errors in such information that PR-OMB becomes aware of.

SEVENTEENTH – GRANT ADMINISTRATOR NOT ENTITLED TO RIGHTS: The execution of this Agreement shall not generate any rights for the Grant Administrator, its employees, officers, directors, agents, successors, assignees or subcontractors to receive any benefits that the officers or employees of PR-OMB, the Commonwealth or of any agency, instrumentality or municipality may be entitled as officers or employees of PR-OMB and the Commonwealth pursuant to law or regulation including, but not limited to, vacation and sick leave, workmen's compensation, or any other such benefits.

EIGHTEEN – WAIVERS: The Grant Administrator certifies that it is not required to obtain a waiver from any Puerto Rico Commonwealth entity prior to or in connection with the execution of this Agreement or that, to the extent any such waiver is required, the same has been obtained by the Grant Administrator prior to the execution of this Agreement.

NINETEENTH – SEVERABILITY: Both Parties agree that the illegality of any of the provisions of this Agreement shall not invalidate it as a whole. In such case, if any clause or condition of this Agreement is declared null and void by a competent court of law, the remaining parts of this Agreement shall remain in full force and effect.

TWENTIETH – GOVERNING LAW AND VENUE: This Agreement and any dispute relating to the Services will be governed by and construed, interpreted and enforced in accordance with the laws of Puerto Rico. The court and authorities of Puerto Rico shall have exclusive jurisdiction over all controversies that may arise with respect to this Agreement. The Parties hereby waive any other venue to which they might be entitled by virtue of domicile or otherwise. Should either Party initiate or bring suit or action before any other court, it is agreed that upon application, any such suit or action shall be dismissed, without prejudice, and may be filed in accordance with this provision. The Party bringing the suit or action before a court not agreed to herein shall pay to the other Party all the costs of seeking dismissal including reasonable attorney's fees.

TWENTY-FIRST – SOLE AGREEMENT; NO THIRD-PARTY BENEFICIARIES: It is understood that this Agreement is the sole agreement between the Parties with regard to the Services covered hereby and supersedes any prior agreements, written or verbal. The Agreement may not be changed orally, but may be amended in writing by mutual agreement of the Parties. There shall be no third-party beneficiaries to this Agreement, provided however, that the Parties may agree to otherwise through a written amendment to this Agreement in the event that it is necessary to provide services for the benefit of any other entity of the Commonwealth's Executive Branch in accordance with the provisions of the FIRST clause above.

TWENTY-SECOND – COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto set their hands in [INSERT CITY],
Puerto Rico, as of this [INSERT DATE] ("Effective Date").

[INSERT NAME]

[INSERT POSITION]

Puerto Rico Office of Management and
Budget

[INSERT NAME]

[INSERT POSITION]

[INSERT GRANT ADMINISTRATOR NAME]

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APPENDIX INDEX

- I. Proposal
- II. Grant Administrator Services
- III. Grant Administrator's Schedule
- IV. Key Milestones Performance Table
- V. PR-OMB's Billing Guidelines
- VI. Federal Funds Compliance Requirements

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Appendix I: Proposal

[INSERT PROPOSAL]

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Appendix II: Grant Administrator Services

The Services referenced to in TERM AND CONDITION FIRST of this Agreement will include, but are not limited, to the following:

- Provide Grant Administrator Services for the PRBP, including, but not limited to, the following areas: (i) Broadband Program Assessment Services; (ii) Development of program procedures; (iii) Grant Agreement(s) processing; (iv) Project Management Structuring; (v) Technology and Policy Servicing; (vi) Program reporting, monitoring, and compliance; (vii) Program disbursement(s) & financial management; and (viii) collaborating with relevant stakeholders.
- Assist the Government Parties in the development of a transparent and competitive grant allocation process and solicited proposal mechanism in accordance with relevant regulations.
- Assist the Government Parties in the creation of enduring public policy and partnerships with public (federal and local) and private stakeholders to ensure broadband expansion, long-term commitment and accountability among stakeholders to maintain quality service levels.
- Leverage US Government support for the PRBP's deployment and providing planning support to entities that can benefit from the PRBP and/or the Available Funding for the Scope of Work, as defined in Section 2.4 of the RFP.
- Assist the Government Parties to streamline applicable permitting and planning processes, and to sustainably leverage existing broadband public assets, to incentive broadband investments, to the extent needed.
- Implement high quality compliance and financial management standards, grant monitoring capabilities, and provide ongoing monitoring, reporting, and performance management.
- Provide assistance in the development of subgrantee proposal specimens, which will, describe the competitive process that the Government Parties could use to select subgrantees for the PRBP, specify key terms including contract length, performance standards, construction, and service rollout schedules, permitted ownership structure(s), competitive access requirements, regulatory compliance requirements, environmental controls, grant reporting and data sharing requirements, monitoring and oversight procedures, and hand-back provisions.
- Provide assistance in the establishment of a process for the receipt and evaluation of subgrantee applications, including both financial evaluation of proposed projects as well as non-financial evaluation based on alignment with established goals and evaluation criteria.
- Provide assistance in the analysis of submitted applications for grants under the PRBP.
- Provide assistance in the administration of the grant application process, including but not limited to: (i) registration procedures, (ii) establishment and administration of a centralized electronic data room of all applications, (iii) assistance in eligibility determinations and approval process, (iv) evaluation of grant applications based on determined qualitative and quantitative metrics; (v) ensuring that grant applicants are fully capable and qualified to perform the described work and have obtained all requisite licenses and permits to perform such obligations, and (vi) ensuring regulatory, legal, and environmental compliance of proposed grant projects.
- Provide assistance in the development of a performance-based disbursement plan and support the Government Parties in disbursing funds to selected

subgrantees pursuant to the Executive Committee's established guidelines and regulations applicable to the Broadband Program, as well as any disbursement guidelines established by the Government Parties.

- Conduct and coordinate ongoing monitoring of subgrantee projects to ensure contract and regulatory compliance, including levying of established penalties for non-compliance with construction and service milestones.
- Conduct handoff procedures for performance-based disbursement agreements as established in subgrantee's contracts, including, as necessary, technical training and legal transfer of oversight responsibility to the successor entity.
- Monitor ongoing subgrantee's reporting, data collection and other accountability measures to ensure that funded projects deliver the promised services (key performance indicators) as well as evaluate overall progress towards identified goals.
- Develop dashboards and/or reports illustrating key results and progress towards identified goals.
- Develop a reliable mechanism for the Government Parties to retain all records, documents, and communications of any kind (including electronic disk or print form) that relates in any manner to grant awards and project procurement and performance.
- Support the Government Parties in the development of grant administration closeout procedures and provide necessary support during the grant administration closeout process.
- Provide the Government Parties cost reasonableness analysis of received/proposed grant applications.
- Incidental and/or related endeavors under the Scope of Work, as reasonably requested by the Government Parties.

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Appendix III: Grant Administrator's Schedule

[INSERT SCHEDULE]

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Appendix IV: Key Milestones Performance Table

[INSERT MILESTONES]

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Appendix V: PR-OMB's Billing Guidelines

[INSERT GUIDELINES]

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Appendix VI: Federal Funds Compliance Requirements

The Federal Funds Compliance Requirements referenced to in TERM AND CONDITION THIRTEENTH of this Agreement include the following:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as codified under 2 C.F.R. Part 200, et seq., issued by the US-OMB pursuant to the authority granted under 31 U.S.C. 503 ("Federal Uniform Administrative Requirements");
 - Domestic Preference for Procurements, 2 C.F.R. Sec. 200.332
 - Contracting with Small and Minority Business, Women's Business Enterprises, and Labor Surplus Area Firms, 2 C.F.R. Sec. 200.321
 - Access to Records, 2 C.F.R. Sec. 200.337
 - Retention Requirements for Records, 2 C.F.R. Sec. 200.334
- Regulations and/or guidance issued by the US Government regarding: the Infrastructure Act; the Families First Coronavirus Response Act of 2020 (Pub. L. 116-127); the Coronavirus Aid, Relief, and Economic Security Act of 2020 (Pub. L. 116-260); relevant disposition of the Consolidated Appropriations Act of 2021 (Pub. L. 116-260); and/or the American Rescue Plan Act of 2021 (Pub. L. 117-2)
- Department of Commerce's General Terms and Conditions for the BEAD Program, dated July, 2022, as they may be amended from time to time.
- Department of Commerce's Financial Assistance Standard Terms and Conditions (R&D Award, and/or Federal-Wide Research Terms and Conditions, as adopted by the Department of Commerce.
- Department of Commerce's Specific Award Conditions for Multi Year Awards.
- Equal Employment Opportunity requirements, including, but not limited to, those levied in the Equal Pay Act of 1963, the Civil Right Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Employment Opportunity Act of 1972, the American with Disabilities Act of 1990, and/or the Civil Rights Act of 1991.
- Contract Work Hours and Safety Standards, 40 U.S.C. 3701, et seq.
- Byrd Anti-Lobbying Amendment, 31 U.S.C. Sec. 1352, as amended.
- Contract Cost Principles and Procedures, 48 C.F.R. Part 31
- Davis Bacon Act, 40 U.S.C. Sec. 3141, et seq., as amended.
- Copeland Anti-Kickback Act, 40 U.S.C. Sec. 3145, as amended.
- Executive Order No. 12549 of 1986, Debarment and Suspension; and Executive Order No. 12689 of 1989, Debarment and Suspension (codified at 2 C.F.R. Part 180, and 2 C.F.R. Part 3000
- Guidance provided at NTIA's Internet for All, Frequently Asked Questions, BEAD Program, as amended from time to time.
- US Treasury's Supplemental Guidance concerning the administration of funding for broadband projects, including, but not limited, to the SLFRF and CPF Supplementary Broadband Guidance issued on May 17, 2023, as they may be amended from time to time.

- FCC's Ownership Disclosure Requirements for Applications, as codified in 47 C.F.R. § 1.2112(a)(1)-(7)

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