

**Exhibit A****PARTNER AGREEMENT  
FOR FEDERALLY FUNDED PROJECTS**

This Partner Agreement is entered into between **Oregon Museum of Science and Industry** ("OMSI"), an Oregon corporation, and the **City of Portland Bureau of Planning and Sustainability** ("Partner" or "Contractor").

OMSI has received a National Science Foundation (NSF) award titled *Sustainability: Promoting Sustainable Decision Making in Informal Education* to create an exhibit, public programs, and professional deliverables on the topic of sustainable decision making. This project requires the services of Partner to provide support in creating these deliverables and participating in their delivery to the target audiences.

1. **Engagement.** Partner agrees to provide services to OMSI as described in Exhibit A below, and OMSI agrees to engage Partner to perform such services, all pursuant to the terms and conditions of this Agreement and the attached Exhibits A, Statement of Work and Exhibit B –Federal Funding Disclosure. During the period of engagement, Partner shall make itself available to fulfill its responsibilities to OMSI regarding this Agreement, and shall use its best efforts in furthering the interests of OMSI related to the performance of this Agreement.

The deliverables for the initial one year term (year 1 of the grant period, September 1, 2009—August 31, 2010) are defined by Exhibit A. Deliverables in Exhibit A for grant years 2-5 are pro forma to be reassessed upon renewal.

2. **Term.** The term of this Agreement shall begin on September 1, 2009. Both OMSI and Partner reserve the right to terminate this Agreement, with or without cause, by giving the other party forty-five business days' advance notice in writing.

This Agreement is valid September 1, 2009 through August 31, 2010, with the opportunity to renew annually at OMSI's option for an additional four years. Renewal of Agreement is dependent upon OMSI receiving funding from the NSF in each of the renewal years.

3. **Compensation.** As compensation for all services rendered by Partner pursuant to this Agreement, OMSI shall pay Partner the fee in the amounts and according to the schedule set forth in Exhibit A. Payment of this fee is dependent on Partner fulfilling the responsibilities set forth in Exhibit A. Such fee shall be invoiced and paid quarterly, unless otherwise provided in Exhibit A. The minimum time to be expended is one year (9/1/2009-8/31/2010) unless Agreement is canceled as described in article 2. Subsequent years of funding are dependent on continued support at the budgeted amount from NSF and performance of Partner.

The final invoice must be marked "FINAL," and must be submitted to OMSI's financial contact NOT LATER THAN sixty (60) days after the Agreement term end date. The final invoice shall constitute Partner's final financial report.

4. **Compliance with Law.** Partner shall comply, at their own expense, with all applicable provisions of workers' compensation laws, unemployment compensation laws, Social Security law, the Fair Labor Standards Act, OSHA regulations, income tax laws, and all other

applicable federal, state, and local laws, regulations, and codes required to be fulfilled by employers or independent contractors. Partner shall make no claim against OMSI for any coverage or benefit described in this section, and shall indemnify, defend, and hold harmless OMSI and its officers, directors, employees, agents, and assigns from and against any claims related to the aforementioned regulations and benefits. .

5. **Time and Place.** Partner shall be responsible for providing its staff's own working facilities and equipment and shall be responsible to pay its own expenses incurred in the performance of services pursuant to this Agreement. Partner shall exercise its sole discretion to determine the time, place, and manner in which it carries out the objectives of this Agreement.

6. **Independent Contractor Status.** Contractor is a self-insured municipal corporation of the State of Oregon. For purposes of this Agreement, Partner is an independent contractor for all purposes. Nothing in this Agreement shall be construed to create a relationship of employer and employee. Contractor shall not be eligible to participate in any of OMSI's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. OMSI shall not pay for, carry or obtain workers' compensation insurance, disability insurance, Social Security, unemployment compensation insurance or any other insurance or statutory benefit on behalf of Contractor. Contractor shall be responsible for providing any such coverage.

7. **Authority.** Partner shall not enter into any contracts or obligations or incur any expense on behalf of OMSI without OMSI's written authority to do so. Partner shall not institute any legal proceedings of any kind in connection with this contract or on OMSI's behalf without OMSI's written approval.

8. **Intellectual Property.** OMSI shall own all right, title, and interest (including patent, copyright, trade secret, trademark, mask work, database, and all other intellectual and industrial property rights) relating to any and all inventions (whether or not patentable), discoveries, works of authorship, mask works, software, databases, models, designations, designs, know-how, techniques, methods, ideas, products, processes, formulas, documentation, and information made, conceived, or reduced to practice, in whole or in part, by Partner that relate to the subject matter of, or arise out of, the services performed hereunder or to any Confidential Information (as defined in article 11) collectively referred to as "Intellectual Property". Partner agrees that any copyrightable Intellectual Property shall be deemed to be a "work made for hire" pursuant to the U.S. Copyright Act (17 U.S.C. Section 201). To the extent allowed by law, Intellectual Property additionally includes all rights of paternity, integrity, disclosure and withdrawal, and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like, which Partner hereby releases in full. Partner shall promptly disclose and provide all Intellectual Property to OMSI. Partner hereby makes all assignments necessary to accomplish the foregoing ownership and release. The Partner is required to receive permission from OMSI before reproducing or disseminating any property produced under this contract.

9. **Further Cooperation.** Partner shall assist OMSI, at OMSI's expense, to further evidence, record, and perfect OMSI's ownership of any and all Intellectual Property and to perfect, obtain, maintain, enforce, and defend OMSI's rights in any and all Intellectual Property. Partner hereby irrevocably designates and appoints OMSI as his/her agent and attorney-in-fact to

act for and on Partner's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Partner.

10. **License.** If any part of the services performed hereunder, or any part of the Intellectual Property, is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed, and otherwise exploited without using or violating technology or intellectual property rights owned or licensed by Partner and not assigned hereunder, Partner hereby grants OMSI and its successors a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, freely sublicensable right and license to exploit and exercise all such technology and intellectual property rights in support of OMSI's exercise or exploitation of the Intellectual Property, the work performed hereunder, and any assigned rights (including any modifications, improvements, and derivatives of any of them).

11. **Confidential Information.** Partner agrees that all Intellectual Property and all other business, technical, and financial information (including, without limitation, the identity of customers or employees and information relating to them), in whatever form or format, written or oral, that Partner develops, learns, or obtains that relate to OMSI, its business or its demonstrably anticipated business, or that are received by Partner from OMSI in confidence, constitute "Confidential Information." Partner shall not use any Confidential Information except in the furtherance of OMSI's business. Partner shall not disclose any Confidential Information to any third party except as required by law.

12. **Exclusions.** Notwithstanding the preceding sections, Confidential Information and Intellectual Property excludes all information that Partner can document: (a) is or becomes generally known through no act or failure to act on Partner's part, (b) Partner already lawfully possessed at the time of receipt from OMSI, (c) Partner lawfully received from a third party without violation of any rights of OMSI, or (d) Partner lawfully developed in the standard course of its business operations, outside the performance of this Agreement for OMSI.

13. **Effect of Termination.** Upon termination of this Agreement and as otherwise requested by OMSI, Partner shall promptly return to OMSI all items and copies containing or embodying Confidential Information. Partner acknowledges and agrees that his/her obligations under this section shall be in force and binding as long as such information qualifies as Confidential Information under this Agreement, regardless of any suspension or termination of the relationship between the parties or of this Agreement for any reason. Partner shall maintain one copy of any documentation that is required to be maintained by State law or City code for record retention and archiving purposes. Nothing in this Agreement shall be construed as granting to or conferring on Partner any proprietary right or interest in any Confidential Information.

14. **Publicity.** Partner agrees that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory), anywhere in the world and without any further compensation, OMSI is authorized to use Partner's name in connection with promotion of this contract. OMSI is not authorized to use the City Seal without the written permission of the City Auditor's office.

15. **Injunctive Relief.** In the event of breach or threatened breach by Partner of any of the provisions of this Agreement, in addition to any other form of relief that may be granted, OMSI shall be entitled to an injunction from a court of appropriate jurisdiction restraining Partner from committing or continuing such breach.

16. **Assignment and Binding Effect.** Partner acknowledges that the services to be rendered by it for OMSI are unique. Partner may not assign any of its rights nor delegate any of its duties or obligations under this Agreement without OMSI's prior written consent. The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon their respective legal representatives, successors, and assigns.

17. **Representations and Warranties.** Partner represents and warrants that (i) it has no obligations, legal or otherwise, inconsistent with the terms of this Agreement, (ii) the performance of the services called for by this Agreement does not and will not violate any applicable law, rule, or regulation or any proprietary, contractual, or other right of any third party, (iii) it will not use any confidential information or trade secrets of any other person or entity in the performance of this Agreement, (iv) all work under this Agreement will be Partner's original work, and none of the work, Intellectual Property, or any development, use, production, distribution, or exploitation thereof will infringe, misappropriate, or violate any intellectual property or other right of Partner or any third party; and (v) it has the full right to provide OMSI with the assignments and rights provided for herein.

18. **Indemnification.** To the extent permitted by the Oregon Constitution and to the limits of the Oregon Tort Claims Act, Partner will indemnify, defend, and hold harmless OMSI, its officers, directors, shareholders, subsidiaries, agents, and employees from and against any and all claims, demands, suits, actions, causes of action, obligations, losses, liabilities, damages, and expenses arising from or relating to: (a) any alleged failure by Partner to satisfy any obligation under this Agreement or otherwise, (b) any breach of a warranty or representation made by Partner herein, or (c) any other negligent action or negligent inaction of Partner.

19. **Governing Law and Venue.** This Agreement shall be construed in accordance with, and governed for all purposes by, the laws of the State of Oregon, without reference to its conflicts of law rules. Any legal action or proceeding arising under or in relation to this Agreement shall be brought in a court located in Multnomah County, Oregon. Each party waives, to the fullest extent permitted by law: (a) any objection to venue and personal jurisdiction for any legal action or proceeding arising out of or relating to this Agreement brought in any court located in Multnomah County, Oregon, and (b) any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

20. **Survival.** The provisions of Sections 7 and 11–25 shall survive any termination or expiration of this Agreement.

21. **Miscellaneous.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements, and understandings. No changes, modifications or waivers to this Agreement shall be effective unless in writing and signed by both parties. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. In the event that any provision of this Agreement is determined to be illegal or

unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement may otherwise remain in full force and effect and enforceable. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

**Oregon Museum of Science and Industry  
(OMSI) an Oregon corporation**

**City of Portland**  
Partner (State name of partner)

By: \_\_\_\_\_  
Title: President  
Printed Name: Nancy Stueber

By: \_\_\_\_\_  
Title: City of Portland Mayor  
Printed Name: Sam Adams

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Vice President,  
Center for Learning Experiences  
Printed Name: Raymond J. Vandiver

Dated: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Office of City Attorney

Dated: \_\_\_\_\_

## EXHIBIT A – Statement of Work

**Description of services/goods to be rendered/provided:**

**Year 1 (September 2009-August 2010):** Front-end and early exhibit development

*Responsibilities*

- Work with OMSI to create a contract with your institution
- Share resources and contacts with OMSI and other project partners that would inform front-end research and early project development
- Participate in symposium planning
- Attend the symposium (May 17 & 18)
- Help define the big idea and main messages for public audience deliverables
- Brainstorm exhibit ideas
- Participate in evaluation activities
- Help evaluation staff connect with public audience members to participate in evaluation activities (if relevant and necessary)

*Commitments*

- Attend partner meetings twice a month. (If the regular contact person can not attend, he/she will attempt to send someone else from the institution to take their place. He/she will also be responsible for reviewing notes and connecting with OMSI to share necessary input after the meeting.)
- Complete assigned tasks related to the responsibilities listed above by designated due dates. These tasks will be outlined at partner meetings and/or by OMSI staff and communicated to the Partner.
- Be available for regular phone and email contact with OMSI and project partner staff
- Attend the two day symposium
- Host at least one site visit for the OMSI core team

**Year 2 (September 2010-August 2011)\*:** Exhibit development; initial planning and development for events, cell campaign, and website; Green Exhibit Guide development

*Responsibilities*

- Update/amend contract to reflect Year 2 responsibilities and commitments if necessary
- Help brainstorm and develop exhibit ideas
- Participate in exhibit development at key phases including reviewing exhibit records, prototypes, and design concepts.
- Coordinate with experts and other resources in your organization that can help inform the exhibit and other deliverables
- Help develop the cell phone campaign including determining how content will be created, the logistics of where tags will be placed, and planning for the campaign's long-term sustainability
- Coordinate logistics for how your organization will help create, utilize, and promote the cell phone campaign. This includes arranging for the placements of cell phone tags on properties owned or operated by the partner institution.
- Brainstorm and initial planning for events
- Support the development of the Green Exhibit Guide and case-study of the project

- Participate in evaluation activities
- Help evaluation staff connect with public audience members to participate in evaluation activities (if relevant and necessary)
- Help coordinate timing for OMSI events with other events and opportunities in the city

*Commitments\**

- Attend partner meetings twice a month. (If the regular contact person can not attend, he/she will attempt to send someone else from their institution in their place. They will also be responsible for reviewing notes and connecting with OMSI to share necessary input after the meeting.)
- Complete assigned tasks related to the responsibilities listed above by designated due dates. These tasks will be outlined at partner meetings and/or by OMSI staff and communicated to the Partner.
- Be available for regular phone and email contact with OMSI and project partner staff
- Facilitate meetings and other time commitments to coordinate with people within one's own institution
- Host at least three site visits for the OMSI core team

**Year 3 (September 2011-August 2012)\*:** Exhibit build and opening; development and start of OMSI events, cell campaign, and website; Green Exhibit Guide (GEG) final development phases and initial workshops for museum professionals

*Responsibilities*

- Update/amend contract to reflect Year 3 responsibilities and commitments if necessary
- Participate in exhibit development at key phases including reviewing final graphics and remediation of final exhibits
- Participate in exhibit opening
- Coordinate with experts and other resources in your organizations that can help inform the deliverables
- Continue discussions for how to implement the cell phone campaign including determining how content will be created, the logistics of where tags will be placed, and planning for the campaign's long-term sustainability
- Coordinate logistics for how your organization will help create, utilize, and promote the cell phone campaign. This includes arranging for the placements of cell phone tags on properties owned or operated by the partner institution.
- Help create cell phone tags (how and how many to be determined later based on priorities and resources)
- Help plan events (as relevant to organization)
- Participate in events (as relevant to organization)
- Provide input on developing the website
- Review the website
- Support the development of the Green Exhibit Guide and case-study of the project
- Participate in evaluation activities
- Help evaluation staff connect with public audience members to participate in evaluation activities (if relevant and necessary)
- Help coordinate timing for OMSI events with other events and opportunities in the city

*Commitments\**

- Attend partner meetings twice a month. (If the regular contact person can not attend, he/she will attempt to send someone else from their institution in their place. They will also be responsible for reviewing notes and connecting with OMSI to share necessary input after the meeting.)
- Complete assigned tasks related to the responsibilities listed above by designated due dates. These tasks will be outlined at partner meetings and/or by OMSI staff and communicated to the Partner.
- Be available for regular phone and email contact with OMSI and project partner staff
- Facilitate meetings and other time commitments to coordinate with people within one's own institution
- Host at least two site visits for the OMSI core team
- Attend relevant public events

**Year 4 (September 2012-August 2013):** Quarterly OMSI events; continuing and updating cell campaign and website; GEG updates and professional workshops

*Responsibilities*

- Update/amend contract to reflect Year 4 responsibilities and commitments if necessary
- Coordinate with experts and other resources in your organizations that can help inform the deliverables
- Help update and create new content for cell phone campaign (if still relevant)
- Coordinate logistics for how your organization will help create, utilize, and promote the cell phone campaign. This includes arranging for the placements of cell phone tags on properties owned or operated by the partner institution.
- Help plan events (as relevant to organization)
- Participate in events (as relevant to organization)
- Help update website content
- Review the Green Exhibit Guide and case-study of the project
- Participate in evaluation activities
- Help evaluation staff connect with public audience members to participate in evaluation activities (if relevant and necessary)
- Help coordinate timing for OMSI events with other events and opportunities in the city

*Commitments*

- Attend partner meetings twice a month. (If the regular contact person can not attend, he/she will attempt to send someone else from their institution in their place. They will also be responsible for reviewing notes and connecting with OMSI to share necessary input after the meeting.)
- Complete assigned tasks related to the responsibilities listed above by designated due dates. These tasks will be outlined at partner meetings and/or by OMSI staff and communicated to the Partner.
- Be available for regular phone and email contact with OMSI and project partner staff
- Facilitate meetings and other time commitments to coordinate with people within one's own institution
- Host at least two site visits for the OMSI core team



- Attend relevant public events

**Year 5 (September 2013-August 2014):** Quarterly events; continuing and updating cell campaign and website; GEG updates and professional workshops

#### *Responsibilities*

- Update/amend contract to reflect Year 5 responsibilities and commitments if necessary
- Coordinate with experts and other resources in your organizations that can help inform the deliverables
- Help update and create new content for cell phone campaign (as needed)
- Help create a sustainability plan for the cell campaign, events and/or other deliverables if determined that we would like to continue them beyond the grant period
- Coordinate logistics for how your organization will help create, utilize, and promote the cell phone campaign. This includes arranging for the placements of cell phone tags on properties owned or operated by the partner institution. (as needed)
- Help plan events (as relevant to organization)
- Participate in events (as relevant to organization)
- Help update website content
- Review the case-study of the project
- Participate in summative evaluation activities
- Help evaluation staff connect with public audience members to participate in evaluation activities (if relevant and necessary)
- Help coordinate timing for OMSI events with other events and opportunities in the city

#### *Commitments*

- Attend partner meetings twice a month. (If the regular contact person can not attend, he/she will attempt to send someone else from their institution in their place. They will also be responsible for reviewing notes and connecting with OMSI to share necessary input after the meeting.)
- Complete assigned tasks related to the responsibilities listed above by designated due dates. These tasks will be outlined at partner meetings and/or by OMSI staff and communicated to the Partner.
- Be available for regular phone and email contact with OMSI and project partner staff
- Facilitate meetings and other time commitments to coordinate with people within one's own institution
- Attend relevant public events

#### **Compensation**

As provided in the schedule below:

During the period: September 1, 2009 through: August 31, 2014

<b>Date</b>	<b>Amount</b>
Y1: August 31, 2010	\$9,083.33
Y2: November 30, 2010	\$3,406.25
Y2: February 28, 2011	\$3,406.25
Y2: May 31, 2011	\$3,406.25

Y2: August 31, 2011	\$3,406.25
Y3: November 30, 2011	\$3,406.25
Y3: February 28, 2012	\$3,406.25
Y3: May 31, 2012	\$3,406.25
Y3: August 31, 2012	\$3,406.25
Y4: November 30, 2012	\$2,270.83
Y4: February 28, 2013	\$2,270.83
Y4: May 31, 2013	\$2,270.83
Y4: August 31, 2013	\$2,270.83
Y5: November 30, 2013	\$2,270.83
Y5: February 28, 2014	\$2,270.83
Y5: May 31, 2014	\$2,270.83
Y5: August 31, 2014	\$2,270.83
<b>Grand Total</b>	<b>\$54,500.00</b>

**Total number of payments:** 4/ year for 5 years (except year 1—one payment on Aug. 31, 2010)

**OMSI Contact:** Vicki Coats

**Telephone Extension:** 4584

## EXHIBIT B – Federal Funding Disclosure

This Contract Agreement is federally funded in whole or in part under the following award(s):  
Sponsor name(s): National Science Foundation

Sponsor award number(s): DRL# 0917595

and is subject to the provisions within the Sponsor award(s), and as stated below.

**1. Incorporation of Applicable Federal Regulations**

Partner agrees to comply with the requirements of OMB Circular A-110 “Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations” as most recently revised.

Partner agrees to comply with the requirements of OMB Circular A-21 “Cost Principles for Educational Institutions” as most recently revised.

(IF APPLICABLE) Notwithstanding anything expressed or implied elsewhere in this agreement, Partner agrees to comply with all other applicable federal rules and regulations, including and especially those provisions specific to National Science Foundation awards. For further information regarding these provisions please refer to the National Science Foundation Cooperative Agreement Financial & Administrative Terms and Conditions (FATC) dated, January 4, 2010.

Posted by the National Science Foundation at:

[http://www.nsf.gov/publications/pub\\_summ.jsp?ods\\_key=cafatc110](http://www.nsf.gov/publications/pub_summ.jsp?ods_key=cafatc110)

**2. Partner Certifications and Assurances**

Partner certifies that:

It will comply with the applicable portions of the Animal Welfare Act (7 USC 2131 et seq.) regarding the use of animals in the conduct of research. It will also follow the guidelines prescribed in the National Academy of Science Publication Guide to the Care and Use of Laboratory Animals (1996), and comply with the Public Health Services Policy and Government Principles Regarding the Use and Care of Animals.

It will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Clean Water Act (33 USC 1318 et seq.).

It has implemented and enforced a written Conflict of Interest Policy, it has identified and disclosed all potential financial conflicts of interest, and it has satisfactorily managed, reduced, or eliminated such conflicts of interest as do exist.

It will comply with the provisions of the Davis-Bacon Act (40 USC 276 a to a-7) as supplemented by Department of Labor regulations "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction" (29CFR part 5), as these requirements may be applicable to the work to be performed under the Agreement. It will also comply with the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-333) and the Copeland "Anti-Kickback" Act ( 18 U.S.C.874), as supplemented by Department of Labor regulations "Partners and SubPartners on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States" (29 CFR part 3).

Neither it nor its principals is presently debarred, suspended, or in any way ineligible for the award of contracts by any federal agency. Refer to the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs: <http://www.epls.gov/>.

It is and will remain in compliance with the provisions of the Drug-Free Workplace Act of 1998.

It will comply with the applicable National Science Foundation regulations regarding research involving human subjects. OMSI reserves the right to review and approve Partner's protocol on the use of human subjects.

In compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), it will not and has not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member officer, or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal award, and it will and has disclosed any use of non-federal funds to undertake such lobbying.

It is and will remain in compliance with the provisions of E.O. 11246 "Equal Employment Opportunity" as amended by E.O. 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by Department of Labor regulations "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR part 60). It is and will remain in compliance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973 (as amended), and the Age Discrimination Act of 1975.

It will comply with the applicable National Science Foundation regulations regarding research involving recombinant DNA.

In accordance with Executive order 13043, *Increasing Seat Belt Use in the United States*, Dated April 16, 1997, "grantees are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles."

### **3. Records and Audit**

Partner will keep a separate accounting of all project income and expense, and will maintain records sufficient to document same in accordance with generally accepted accounting practices and all applicable federal regulations during the award period and for three years beyond the end of the award period. Partner will permit OMSI, National Science Foundations, or any authorized

agents thereof to have access to these records for the purpose of making audits or examinations. OMSI will give reasonable written notice prior to conducting any such review.

Documentation for each expenditure or action affecting this award must reflect appropriate organizational reviews or approvals that should be made in advance of the action. This should assure that expenditures are allowable, necessary, and reasonable for the conduct of the project and that the proposed action is consistent with award terms and conditions and with National Science Foundation awardees policies. This should also ensure that expenses represent effective utilization of resources and that they do not constitute a significant project change.

Partner will comply with the requirements of OMB Circular A-133 "Audits of Institutions of Higher Education and Other Nonprofit Institutions". Partner will provide OMSI, in a timely manner, with copies of a) any audit reports which present findings of noncompliance with federal law and regulations which bear directly on this contract, b) its responses to such reports, and c) its plan for corrective action.