

APPENDIX B

SAMPLE GRANT AGREEMENT

Capture and Control System for Oil Tankers Project

Transportation and Toxics Division
California Air Resources Board
September 2, 2020



APPENDIX B
SAMPLE GRANT AGREEMENT FY 19/20

GRANT PROVISIONS

- I. The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Grant Solicitation (Exhibit C) and Grantee Application Package (Exhibit D).
- II. Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and CARB as a funding source for the Capture and Control for Oil Tankers Project, as outlined in the California Climate Investments Messaging and Communications Guide¹. Below are specific requirements for acknowledgement.

The California Climate Investments (CCI) logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits. The Grantee agrees to acknowledge the California Climate Investments program as a funding source from CARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: "This Advanced Technology Demonstration and Pilot project (name of project) was supported by the "California Climate Investments" (CCI) program." Guidelines for the usage of the CCI logo can be found at:

<http://www.caclimateinvestments.ca.gov/logo-graphics-request>

CARB logos shall be
by CARB Project

Cap and Trade
Dollars at Work



provided to the Grantee
Liaison.

¹ CCI Communications Guide <http://www.caclimateinvestments.ca.gov/logo-graphics-request>



The CARB logo is a visual representation of our air environment. The arcs represent: the different elements that make up the air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing. Finally, when preparing flyers, brochures, or other handout material that will be used to promote Capture and Control for Oil Tankers Project as one of CARB's Low Carbon Transportation Investment projects, the Grantee will incorporate the Moving California typeset and branding, as appropriate. Moving California is the branding of CARB's suite of Low Carbon Investment projects, including both light- and heavy-duty projects. The Moving California typeset is displayed below and branding materials will be provided by the CARB Project Liaison.



III. GRANT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Capture and Control for Oil Tankers Project
Funding Amount:² \$ 10,000,000
Match Amount: \$ 2,500,000

² Budget Act of 2019, as amended by Assembly Bill 74

IV. GRANT PARTIES AND CONTACT INFORMATION

- A. This grant is from the California Air Resources Board (hereinafter referred to as (CARB) to the Project Applicant (hereinafter referred to as Grantee).
- B. The CARB Project Liaison is Dmitri Smith. Correspondence regarding this project must be directed to:

Dmitri Smith
California Air Resources Board
Transportation and Toxics Division
1001 I Street, Sacramento, CA 95814
Phone: (916) 324-7901
Email: dmitri.smith@arb.ca.gov

- C. The Grantee Liaison is Grantee Staff. Correspondence regarding this project must be directed to:

Grantee Liaison: Grantee Staff
Title: Proposed Project Lead Staff
Address: XXXXX
XXXXX
Phone: XXXXXXXX
Email: XXXXXXXX

V. TIME PERIOD

- A. Performance of work or other expenses billable to CARB under this grant may commence after signing and awarding of this grant. Performance on this grant ends once the Grantee has submitted the CARB approved final report or if the grant is terminated, whichever is earlier.
- B. Upon completion of the project, the Grantee must submit a draft final report to the Project Liaison no later than **December 15, 2024** (see Section IX.D).
- C. Final report and final request for payment must be received by CARB no later than **March 15, 2025** (see Section IX).
- D. The CARB Executive Officer retains the authority to terminate, or reduce the grant amount of, this Grant Agreement for nonperformance. In the event of such termination or reduction of the grant amount, Section X, Termination and Suspension of Payments, of this Grant Agreement shall apply.

VI. SCOPE OF WORK

Description

- A. The project will involve the deployment of advanced technology vehicles, equipment and supporting infrastructure. Data collection must be accomplished by a third-party entity. Daily project administration and reporting will be executed by the project grantee.
- B. Additional Scope of Work detail is in Exhibit B Work Statement and Exhibit D Grantee Application Package Attachment B.

General Responsibilities

- C. **CARB is responsible for the following:**
 - 1. Participation in regular meetings with Grantee to discuss project refinements and guide the administration of the project.
 - 2. Reviewing and approving project elements provided by Grantee, such as general vehicle and equipment design criteria, deliverables, data collection and analysis.
 - 3. Review and approve all grant disbursement requests (Form MSCD/ISB-90).
 - 4. Provide project oversight in conjunction with Grantee.
 - 5. Ensure compliance with applicable requirements of:
 - a. Fiscal Year 2019-2020 Funding Plan for Clean Transportation Incentives (FY 2019-2020 Funding Plan)
 - b. Fiscal Year 2019-2020 Capture and Control System for Oil Tankers Project (Solicitation).
 - c. Air Quality Improvement Program Guidelines
 - 6. Maintaining adherence to the project timeline.
- D. **Grantee's responsibilities.**

All project development, press events, project administration, and project reporting, including the following tasks:

1. Grantee's key project personnel will participate in an initial Project Kick-Off meeting with CARB staff before work on the project begins. The purpose of the initial meeting will be to discuss the overall plan, details for performing the tasks, the project schedule, and any issues that may need to be addressed. Grantee's key personnel and data collector will also participate in review meetings to discuss progress to be held at least monthly beginning at least three months after the initial Project Kick-Off meeting.
2. Regular project update meetings, to be held at least quarterly, more frequent meetings may be scheduled at the sole discretion of the CARB Project Liaison.
 - a. Regular Project Meetings will have an Agenda with call-in information for all participants.
 - b. Agenda will detail all the issues to be discussed during the Regular Project Update Meeting.
 - c. Agenda will detail items that may cause the project to slip on the time schedule.
 - d. The Regular Project Update Meetings will cover the project timeline and steps needed to maintain the project timeline.
 - e. The Regular Project Update Meetings will have discussion on what milestones and work plan tasks are expected to be completed before the next Regular Project Update Meeting.
 - f. Regular Project Update Meetings must include at a minimum the Grantee Liaison, representative from the data collection team and key project partners for any milestone that is behind schedule.
 - g. The Grantee will provide a document of the minutes of the meeting, outlining all the topics that were discussed at the Regular Project Update meetings.
3. The Grantee must insure that all project partners maintain the project schedule and insure that all milestones found in Exhibit B Attachment 2 and the project application found in Exhibit D are achieved in a timely manner.
4. The Grantee must submit numbered status reports accompanying grant disbursement requests to CARB at least quarterly, but may submit on a monthly basis if necessary for more frequent disbursements with prior

approval from CARB. Additional detail on Status Reports and what needs to be included in these reports can be found in Exhibit A, Section IX Reporting.

5. A draft final report shall be provided to CARB for comments at least three months before the due date of the final report. Additional detail on Final Reports and what needs to be included, at a minimum, in a final report can be found in Exhibit A, Section IX Reporting.
6. Ensure that project end-users are working with data collection provider to collected the data elements that are outlined in the project application, the solicitations Data Collection Appendix (see Appendix F) and any formal template that CARB produces for project data reporting.

VII. FISCAL ADMINISTRATION

Budget

- A. The maximum amount of this grant is \$_____. Under no circumstance will CARB reimburse the Grantee for more than this amount. The budget for the project is shown in Exhibit B, Attachment I.
- B. The project will include a cash-match and an in-kind match from private, eligible state, and local funding to leverage this grant, for a total project budget of \$_____.
- C. Project implementation funding may be reallocated to project funds with prior written approval by CARB.
- D. The Grantee Application package is incorporated by reference as part of the Grant Agreement. The Grantee application submitted will be the actual costs for the project and will not be amended due to faulty estimations, increases in costs due to inflation or other reasons that have not been covered in the budget.
- E. Subject to prior written approval from CARB, line item shifts of up to ten percent of each milestone may be made over the life of the grant. Grantee can continue to work upon, and based on, approval of line item shifts by CARB, and CARB will follow up with a formal amendment to the grant. Line item shifts may be proposed by either the State or the Grantee and must not increase the total grant amount.

Earned Interest

- F. Earned interest means any interest earnings generated from grant funds held by Grantee in interest-bearing accounts.
1. Project funds are not required to be held in an interest bearing account. However, if interest is earned by Grantee on the project the earnings must be reported to CARB. All interest income on the Project funds must be reinvested in and used by the Project or returned to CARB. Grantee is responsible for reporting to CARB all project expenditures funded with interest earned on the Project funds.
 2. Grantee must maintain accounting records (e.g., general ledger) that track interest earned, expended, or returned on the Project funds, as follows:
 - a. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method.
 - b. Interest earned must ensure that it is separately identifiable from interest earned on non-Project funds.
 - c. The methodology for calculating earned interest must be consistent with how it is calculated for Grantee's other fiscal programs.
 - d. Earned interest must be fully expended or returned to CARB by completion of the project, submittal of the Final Report, or by **January 31, 2025**, whichever comes first.
 - e. Documentation of interest earned on the Project funds and expenditures made on those funds or returned to CARB must be:
 - i. Retained for a minimum of three years after it is generated.
 - ii. Provided to CARB in Status Reports and a Final Report.

Grant Disbursements

- G. Requests for payment shall be made with the Grant Disbursement Request Form (Form MSCD/ISB-90) and conform to the instructions identified in the Fiscal Year 2019-20 Capture and Control System for Oil Tankers Project Solicitation (see section VII Fiscal Administration). Grant payments shall be made on a reimbursement basis and only for actual costs incurred by the Grantee for recurring milestones. Grant Payments shall be made upon achievement of discrete payable milestone as defined in Project Milestones

and Disbursement Schedule (Exhibit B, Attachment II) and only when the Grantee has submitted a Grant Disbursement Request Form, milestones stipulated in Exhibit B, Attachment II, supporting documentation documenting the incurred costs and the instructions found in the Solicitation have been accomplished, documentation of accomplishment has been provided to CARB in the form of the Status Report, and any associated deliverables (if applicable) have been provided to CARB. CARB will have sole discretion to accelerate the timeline for allowable disbursements of administration and project funds identified in Exhibit B, Attachment II (with the exception of the final project administration disbursement), necessary to assure the goals of the project are met.

- H. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables (see Section IX Reporting). A payment will not be made if the CARB Project Liaison reasonably deems that a milestone has not been accomplished or documented, a deliverable meeting specifications has not been provided, claimed expenses are not documented, not valid per the budget, or not reasonable, or the Grantee has not met other terms of the grant.

The Chief of the Transportation and Toxics Division or designee of CARB may review the Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Transportation and Toxics Division, are not reasonable or do not comply with the Grant Agreement.

- I. The Grantee shall submit the Grant Disbursement Requests to CARB project liaison. The Grantee shall submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.
- J. CARB retains the right to withhold payment of ten percent of administrative funds until completion of all work and submission of a Final Report to CARB. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
- K. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.

Oversight and Accountability

- L. The Grantee shall comply with all oversight responsibilities identified in the Solicitation, Grantee Application Package, and this Grant Agreement.

- M. CARB, or its designee, reserves the right to audit at any time during the duration of this grant the Grantee's costs of performing the grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.
- N. CARB or its designee may recoup funds which were received based upon misinformation or fraud, or for which a Grantee, manufacturer (including vehicle and equipment manufacturers), technology provider, or vehicle/equipment purchaser is in significant or continual non-compliance with the terms of this grant or State law. CARB also reserves the right to prohibit any entity from participating in the Capture and Control for Oil Tankers Project due to non-compliance with project requirements or other CARB regulations.

VIII. INTELLECTUAL PROPERTY

- A. Any webpage(s), software, databases, program data, or other intellectual property developed or purchased by the Grantee or the project partners for the purposes of administering or implementing the Capture and Control for Oil Tankers Project, are the property of CARB.

IX. PROJECT MONITORING AND DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of funds. The documentation must be provided in Status Reports submitted at a minimum every three months to CARB and a Final Report submitted prior to the Grantee receiving their last disbursement of project funds.

Meetings

- A. Kick-Off Meeting: A meeting will be held between key project personnel as defined in Exhibit B Attachment III Key Project Personnel and CARB staff before work on the project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.
- B. Regular Project Update Meetings: Meetings to discuss progress must be held at least quarterly beginning three months after the initial Project Kickoff Meeting. Additional meetings may be scheduled at the sole discretion of

the CARB Project Liaison. Such meetings may be conducted by phone, if deemed appropriate by the CARB Project Liaison.

Technical Monitoring

- C. Any changes in the scope or schedule for the project shall require the prior written approval of the CARB Project Liaison and may require an amendment to the Grant.
- D. The Grantee shall notify the CARB Project Liaison in writing, immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. In addition, the Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment III).
- E. The Grantee shall notify the CARB Project Liaison if the project technology will pursue official verification/certification during the term of this agreement and all documentation in support of the verification/certification must be submitted to CARB Project Liaison concurrently with the verification/certification submittal.
- F. In addition to Status Reports (discussed in Section IX Reporting), the Grantee shall provide information requested by the Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.
- G. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion, and may require a grant amendment.

X. REPORTING

Status Reports

1. The Grantee will submit Status Reports at least in quarterly intervals but shorter intervals can be allowed by prior CARB approval. The Status Reports shall be provided in a format agreed upon between the CARB Project Liaison and the Grantee and meet the requirements of this Grant Agreement. Status Reports must be approved by CARB and must contain the following information, at a minimum, in either Microsoft Word or PDF, as a single electronic file:
 - a. Project Status Report number, title of project, name of Grantee, date of submission, and project grant number.

- b. Summary of work completed since the last progress report, noting progress toward completion of tasks and milestones identified in the work plan.
 - c. Statement of work expected to be completed by the next progress report.
 - d. Notification of problems encountered and an assessment of their effects on the project's outcome.
 - e. Data collected from vehicles, equipment and facilities since the last data reporting.
 - f. Grantee must ensure that trucking fleets, equipment operators, freight facilities and technology manufacturers are flexible for the scheduling of the data logging installation, data retrieval and Portable Emission Measurement System testing as needed.
 - g. Itemized invoice showing all costs for which reimbursement is being requested.
 - h. Discussion of the project's adherence to the project timeline.
 - i. A tally of the amount of match, both cash and in-kind, by project partner and milestone reported for the reporting quarter and cumulatively.
- B. Every Grant Disbursement Request Form (Form Number MSCD/ISB-90) shall be accompanied by a Status Report that documents the completion of a milestone(s) specified in Exhibit B, Attachment II.
- C. If the project is behind schedule, the Status Reports must contain an explanation of reasons and a detailed explanation of how the Grantee plans to resume the schedule.

Final Report

When the project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between the CARB Project Liaison and the Grantee. Upon approval of the draft Final Report by the CARB Project Liaison, the Grantee shall provide an electronic file of the final version. Final report must meet American with Disabilities Act (ADA) requirements for accessibility as required by CARB for public posting Guidance on what those requirements are will be given by CARB at least a year before the final report is due. The

final report must provide an overview and results of the project and should include at a minimum the following elements:

1. Title page, table of contents, page numbers, CARB and CCI logos.
 2. Acknowledgement and preface section that describes the projects funding sources.
 3. Executive Summary that provides a summary of the scope of the project and the result of the project.
 4. List of acronyms used in the final report
 5. Definition of terms used in the final report.
 6. Background of the project.
 7. Deployment of all the vehicles and equipment funded under this project. This section should also include any installation of infrastructure. How the vehicles, equipment and infrastructure have performed during the project.
 8. Discussion of the data that was collected during the project. Including, but not limited to emission reductions, cost effectiveness, vehicle and infrastructure functionality and other metrics described in Appendix F, Data Collection Requirements.
 9. Discussion on public engagement.
 10. Discussion on workforce training that has been catalyzed by the project.
 11. Conclusion section that discusses the successes, challenges, issues and the lessons learned during this project.
 12. Future plans, intents after project closure for the vehicles, equipment and infrastructure funded under this project.
 13. Appendix for the report.
- D. The Grantee must provide data in support of other CARB needs such as request from legislators, governor's office, data reporting needed by Greenhouse Gas Reduction Fund reporting requirements and other data needs such as regulatory development.

- E. Submission of all the data collected during the project before the end of the submission of the final disbursement request.
- F. The Grantee must present, at CARB's sole discretion, the results of the project at a minimum two forums, symposiums, or other event to describe the project and the results. The grantee will also be required to provide posters, updated annually, describing the project, with CARB guidance on format and content.

XI. TERMINATION AND SUSPENSION OF PAYMENTS

- A. CARB reserves the right to terminate this grant upon thirty days' written notice to the Grantee, if CARB determines that the project has not progressed satisfactorily during the previous three months and the Grantee and CARB have been unable to agree on modifications. In case of early termination, the Grantee will submit a Grant Disbursement Request Form, a Status Report covering activities up to, and including, the termination date and following the requirements in Section IX of these provisions. Upon receipt of the Grant Disbursement Request Form and all Status Reports, a final payment will be made to the Grantee. This payment shall be for all CARB-approved, actual incurred costs that in the reasonable opinion of CARB are justified. The total amount paid shall not exceed the total grant amount.
- B. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the grant. If CARB rescinds the suspension order and does not terminate the grant, CARB will reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.

XII. CONTINGENCY PROVISION

In the event this grant is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award a grant to the next highest scored applicant and if an agreement cannot be reached, to the next applicant(s) until an agreement is reached. If CARB is unable to award a grant under these circumstances, CARB may award a grant to other projects.

XIII. PROJECT RECORDS

Grantee Record

- A. As further described below, project records must include but are not limited to Grantee, financial, and other records. All project records must be retained for a period of three (3) years after final payment under this Grant. All project records are subject to audit pursuant to the General Provisions Section (Section XIII) of this Grant Agreement. Upon completion of the third year of record retention, the Grantee shall submit all project records to CARB. Hardcopy of electronic records are suitable. Acceptable forms of electronic media include hard drives, compact discs, digital video discs and flash drives. Other forms of electronic media may be allowed based on prior written concurrence from CARB.
- B. The Grantee shall retain a file for the Proposed Capture and Control for Oil Tankers Project (Project) containing, but not limited to:
 - 1. Original executed copy of the Grant Agreement and Grant Agreement Amendments (if applicable);
 - 2. Copies of Grant Disbursement Request Forms and the supporting documentation that was submitted to CARB;
 - 3. Documentation of earned interest generation and expenditure;
 - 4. Documentation of project match expenditure by project partner and milestone;
 - 5. All Project Status Reports;
 - 6. Invoices from project participants for reimbursable items; and
 - 7. All other information that documents all aspects of the project.

Financial Record

- C. Without limitation of the requirement to maintain project accounts in accordance with generally accepted accounting principles, the Grantee must:
 - 1. Establish an official file for the Capture and Control for Oil Tankers Project, which shall adequately document all significant actions relative to the project.

2. Establish separate accounts, which will adequately and accurately depict all amounts received and expended on the Capture and Control for Oil Tankers Project.
 3. Establish separate accounts, which will adequately and accurately depict all income received which is attributable to the Capture and Control for Oil Tankers Project, including cash and in-kind match.
 4. Establish an accounting system, which will adequately depict final total costs of the Capture and Control for Oil Tankers Project, including both direct and indirect costs.
- D. Other Records include all deliverables required in Exhibit B, Attachment II, of this Grant Agreement.

XIV. GENERAL PROVISIONS

- A. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
- B. **Assignment:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment.
- C. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant or Contract related to performance of this Agreement.
- D. **Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

- E. **Compliance with Law, Regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- F. **Confidentiality:** No record which has been designated as confidential by CARB, shall be disclosed by the Grantee.
- G. **Conflict of Interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
- H. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
- I. **Environmental Justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income population of the State.
- J. **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- K. **Force Majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure even occurs and reasons that the force majeure event is

preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

- L. **Governing Law and Venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- M. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- N. **Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
- O. **Independent Contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of CARB.
- P. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment

because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third party entities shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its third party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement

- Q. **No Third Party Rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
- R. **Ownership:** All information or data received or generated by the Grantee under this Grant Agreement shall become the property of CARB. No information or data received or generated under this Grant Agreement shall be released without CARB approval.
- S. **Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.
- T. **Prevailing Wages and Labor Compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure

that the prevailing wage provisions of State Labor Code Section 1771 are being met.

- U. **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- V. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- W. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.
- X. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
- Y. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

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Work Statement

Budget Summary (Attachment I)
Project Milestones and Disbursement Schedule (Attachment II)
Project Schedule (Attachment III)
Key Project Personnel (Attachment IV)

EXHIBIT B, Attachment I

Budget Summary

Grantee: Eligible Applicant
Project: Capture and Control for Oil Tankers Project

Grant No.: G19-CSOT-01

Total Costs & Funding

Costs	Grant	Applicant Match Funding		Total
	Cash	Cash	In-Kind	
1. Project Technology Funds				
2. Administrative Funds				
Total				

EXHIBIT B, Attachment II

Project Milestones and Disbursement Schedule

Grantee: Eligible Applicant

Grant No.: G19-CSOT-01

Project: Capture and Control for Oil Tankers Project

Milestone	Task Description	Project Funding		Match Funds	
		Project Funds	Administrative Funds	Cash	In-Kind
1	Conduct Kick-Off Meeting. Task 1.1	\$0	\$20,000	\$0	\$0
2	Recurring Milestone: Project Administration	\$0	\$150,000	\$0	\$0
...
7	Execute purchase orders. Completion of Task 2.1 ^b	\$0	\$0	\$0	\$0
8.1	Part #1 delivered. Completion of Task 2.2.1 ^b	\$500,000	\$0	\$75,000	\$0
8.2	Part #2 delivered. Completion of Task 2.2.2	\$700,000	\$0	\$0	\$0
...
...
10	Vehicle deployment. Task 3.1	\$0	\$0	\$10,000	\$0
11	Data collection. Task 3.2	\$200,000	\$0	\$0	\$5,000
12	Oversight of Tasks 3.1 and 3.2	\$120,000	\$0	\$0	\$0
13	Draft Final Project Report: Completion of Task 1.4	\$0	\$0	\$0	\$0
14	Final Project Report. Completion of Task 1.5	\$0	\$22,620	\$0	\$0
Subtotal of Project Funds and Administrative Funds		\$	\$	\$	\$
Grant Total Funding Amount		\$			

Project Schedule

Grantee: Eligible Applicant

Grant No.: G19-CSOT-01

Project: Capture and Control for Oil Tankers Project

Detailed Scope of Work and Schedule

Work Task	Start Date	Completion Date
Task 1 – Detailed description of milestone, description of the deliverable, and the date that milestone is due.		
Task 2 –		
Task 3 –		
Task 4 –		
Task 5 –		

EXHIBIT B, Attachment IV

Key Project Personnel

Grantee: Eligible Applicant

Grant No.: G19-SMPL-01

Project: Capture and Control for Oil Tankers Project

Name	Position	Duties
	Project Manager	Oversees day to day management of the project, overseeing all tasks and coordinating activities of all partners. Oversee grant management and accounting and ensure that all project timelines and milestones are achieved.
	Chief Technical Officer	Ensures the technical requirements, quality, and timing are met. Ensure engineering rigor is applied to the project.
	VP, Technology Development	Oversees overall directions of the engine refinement program.

2019-2020 GRANT SOLICITATION

Capture and Control System for Oil Tankers Project

Transportation and Toxics Division
California Air Resources Board
September 2, 2020



GRANTEE APPLICATION PACKAGE