

**State of New Jersey Contract Provisions Between
The Commission on Higher Education and
Rutgers, The State University of New Jersey (Contractor)**

FY 2007 MASTER CONTRACT FOR COMMISSION ON HIGHER EDUCATION PROGRAMS

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PROJECT CONTRACT FOR COMMISSION ON HIGHER EDUCATION PROGRAMS

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MASTER CONTRACT

This Agreement is entered into by and between the Commission on Higher Education, a public instrumentality of the State of New Jersey (hereinafter referred to as the "Commission") and *Rutgers, The State University of New Jersey*, an institution of higher education within the State of New Jersey (hereinafter referred to as the "Contractor"), having an address of Old Queens, 83 Somerset Street, New Brunswick, NJ 08901-1281,.

WITNESSETH

WHEREAS, the Commission has established programs to award funds to New Jersey institutions of higher education; and

WHEREAS, it is incumbent upon the Commission to administer program funds in a responsible manner; and

WHEREAS, the Contractor has applied for certain funds for various projects; and

WHEREAS, the Commission and the Contractor desire to enter into an agreement which shall set forth the general terms and conditions of the use of the monies;

NOW, THEREFORE, in consideration of the covenants herein contained and other valuable consideration, the parties hereto covenant and agree as follows:

I. Scope of Agreement

This Agreement, in conjunction with the applicable Project Contract for the specific project, specifies the contractual terms and conditions under which the Commission shall provide funds, specified under the applicable Project Contract, to the Contractor.

II. Term of Agreement

This Agreement shall continue for a term ending on June 30, 2007.

III. Compliance with Existing Laws

- A. The Contractor, in order to induce the Commission to award this Master Contract and any subsequent Project Contract, agrees in the performance of said contracts to comply with all federal, state, and municipal laws, rules, and regulations generally applicable to the activities by whomsoever performed in which Contractor is engaged in the performance of said contracts.
- B. These laws and regulations include, but are not limited to the following:
 - 1. Federal Office of Management and Budget (OMB) documents:
<http://www.whitehouse.gov/omb/circulars/>
 - 2. New Jersey Department of Treasury, Office of Management and Budget documents:
 - a) Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid:
<http://www.state.nj.us/infobank/circular/cir0404b.htm>
 - b) State Grant Compliance Supplement:
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>
 - 3. State Affirmative Action Legal Citations
The Contractor agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5, et. Al., and P.L. 1975, c.127 and all implementing regulations.
- C. The Contractor certifies that it currently has policies and procedures to address conflicts of interest and that it will abide by any and all federal and state laws and regulations concerning the research performed. If any grant funds will be used for human-subject research, the Contractor agrees, that as a condition of receiving any funds, it has in place an institutional review board.

Failure to comply with such laws, rules, or regulations shall be grounds for termination of this agreement.

IV. Insurance

The Contractor agrees to secure and maintain insurance required by the Commission as a condition of any particular project, in the amount and type specified in the applicable Project Contract and the attachments thereto. Proof of insurance must be retained on file by the Contractor.

V. Indemnification

Any non-state Contractor shall be solely responsible for and shall indemnify, defend, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to employees, or recipients of the Contractor's services, or to any other persons, or from any damage to any property sustained in connection with the delivery of the Contractor's services which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

VI. Assignability

The Contractor shall not subcontract any of the work or services covered by a Project Contract, nor shall any interest or right to payment be assigned or transferred except as may be expressly permitted in the Project Contract or with the prior express written approval of the Commission.

VII. Availability of Funds

The parties hereto recognize and agree that funding under a Project Contract is expressly dependent upon the availability to the Commission of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be applicable. The Commission shall not be held liable for any breach of this agreement because of the absence of available funding appropriations. The unavailability of funds is recognized as a basis for termination of the Project Contract.

VIII. Special Grant Conditions for "High Risk" Contractors

- A. A Contractor may be considered "high risk" if the Commission determines that a Contractor:
 - 1. Has a history of unsatisfactory performance
 - 2. Is not financially stable.
 - 3. Has a financial management system which does not meet the standards set forth in Section XVI.
 - 4. Has not conformed to terms and conditions of previous project awards.
 - 5. Is otherwise not responsible; and the Commission determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the project award.
- B. Special conditions or restrictions may include:
 - 1. Payment on a reimbursement basis.
 - 2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - 3. Requiring additional, more detailed financial reports.
 - 4. Additional project monitoring.

5. Requiring the Grantee to obtain technical or management assistance.
 6. Establishing additional prior approvals.
- C. If the Commission decides to impose such conditions, the Commission official will notify the Contractor as soon as possible, in writing, of:
1. The nature of the special conditions/restrictions.
 2. The reason(s) for imposing the special conditions
 3. The corrective actions that must be taken before the special conditions will be removed by the Commission and the time allowed for completing the corrective actions.
 4. The method of requesting reconsideration of the conditions/restrictions imposed.

IX. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by a Project Contract shall be accomplished in a manner generally consistent with Federal and State requirements.

Adherence to the standards contained in those applicable federal and state laws and regulations does not relieve the Contractor of the contractual responsibilities arising under its procurements, which to the extent possible shall result from competitive solicitation so as to maximize the spending power of Commission funds. The Contractor is the responsible authority, without recourse to the Commission, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of a Project Contract.

X. Property Management Standards

Property furnished by the Commission or acquired in whole or in part with federal or Commission funds or whose cost was charged to a project supported by federal or Commission funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.

XI. Method of Payment

- A. At the Commission's discretion, an initial advance payment may be made to the Contractor upon receipt by the Commission of a properly executed copy of a Project Contract, signed by a legally responsible official of the Contractor institution, together with a properly executed Payment Voucher (Form PV 3/93 or equivalent). Such advances, however, shall not exceed the dollar or percent of the contract limits established in the Project Contract and the attachments thereto.
- B. Progress payments shall be made by the Commission on a periodic basis as prescribed in the Project Contract and the attachments thereto. Such payments shall be issued upon receipt of the required financial and performance reports described in Section XIV of this Master Contract, "Financial and Performance Reporting".
- C. Payment may, at the discretion of the Commission, be made either in fixed amounts as determined by the Commission to be reasonable to maintain an appropriate level of contract services or in the form of reimbursement of actually reported expenditures.
- D. At the Commission's discretion, a sum, within the limits described in the Project Contract and the attachments thereto, may be retained from contract payments, pending receipt of the required final reports described in Section XVIII of this Master Contract, "Project Contract Close-out Procedures," and in the Project Contract and the attachments thereto.

XII. Allowable Costs

- A. Limitation on Use of Funds
Project funds must be used only for allowable costs.
- B. Applicable Cost Principles

For each type of organization, there is a set of Federal principles for determining allowable costs. Allowable costs will be determined in accordance with applicable Federal cost principles specific to the organization incurring the costs (e.g. Federal OMB Circulars A-87, A-122, A-21, etc.) and State requirements.

XIII. Period of Availability of Funds

Contractors may charge to the project only costs resulting from obligations of the funding period unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period.

XIV. Matching and Cost Sharing Requirements

The Contractor shall be required to account, to the satisfaction of the Commission, for matching and sharing requirements of the Project Contract in accordance with Federal and State requirements.

XV. Program Income

Program income shall be defined as gross income earned by the Contractor from project-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

- A. Interest earned of \$250 or more in a fiscal year on advances of contract funds shall be reported in accordance with the Terms and Conditions of the contract.
- B. Unless the Project Contract provides otherwise, the Contractor shall have no obligation to the Commission with respect to royalties received as a result of copyrights or patents produced under the Project Contract.
- C. All other program income earned during the Project Contract period shall be added by the Contractor to funds received from the Commission under the Project Contract and used by the Contractor to further eligible program objectives as set forth in the Project Contract.

XVI. Financial Management System

- A. The Chief Financial Officer of the Contractor shall be responsible for maintaining an adequate financial management system. The Chief Financial Officer will notify the Commission when the Contractor cannot comply with the requirements established in this section of this Master Contract.
- B. Contractor financial management system shall provide for:
 - 1. Financial Reporting:

Accurate, current, and complete disclosure of the expenditures for each Project Contract in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the contract.
 - 2. Accounting Records:

Records that adequately identify the source and application of funds for Commission-supported activities. These records shall contain information pertaining to Project Contract awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
 - 3. Internal Control:

Effective internal and accounting controls over all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
 - 4. Budget Control:

Comparison of actual outlays with budgeted amounts for each Project Contract. Also, relationship of financial information with performance or productivity data, including the development of unit cost information required by the Commission.

5. Source Documentation:
Accounting records that are supported by source documentation.
 6. Cash Management:
Procedures to minimize the time elapsing between the advance of funds from the Commission and the disbursement by the Contractor, whenever funds are advanced by the Commission.
 7. Allowable Cost:
Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of Federal and State requirements.
- C. The Contractor is required to submit a statement attesting to the adequacy of its accounting system in accordance with the standards set forth above in XVI B.1-7.
- D. If the Commission determines that the Contractor's accounting system does not meet the standards described in paragraph B above, additional information to monitor the Project Contract may be required by the Commission upon written notice to the Contractor until such time as the system meets with Commission approval.

XVII. Financial and Performance Reporting

- A. The Project Contract budget as used in this Section means the approved financial plan to carry out the purpose of the Project Contract. This plan is the financial expression of the project or program as approved during the Project Contract application and award process. The approved budget is contained in Attachment B of the Project Contract. It should be related to performance for program evaluation purposes whenever appropriate and required by the Commission.
- B. The Contractor shall submit interim expenditure reports as shown in Attachment C of the Project Contract, comparing actual expenditures with the approved budget as contained in Attachment B of the Project Contract. These reports shall be submitted on a periodic basis as prescribed in the Project Contract and the attachments thereto.
- C. The Contractor shall submit a performance report on an interim basis as prescribed by the Project Contract; however, reports shall not be required more frequently than quarterly or less frequently than annually. Performance reports shall be submitted as prescribed in the Project Contract and the attachments thereto. The performance report shall present the following information for each program function or activity involved:
1. A comparison of actual accomplishments to the goals established in the Project Specifications (Attachment D of the Project Contract) for the period. Where the output of the project can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.
 2. Reasons why established goals were not met.
 3. Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- D. The Contractor will submit a final report as prescribed in the Project Contract and the attachments thereto. The Contractor shall submit a comparison of actual expenditures with budgeted expenditures and a written narrative performance report, signed by the president of the institution, of that which was accomplished by the expenditure of funds towards achieving the purpose(s) of the Project Contract.
- E. Extensions to reporting due dates may be granted upon written request to the Commission.
- F. If reports are not submitted as required the Commission may, at its discretion, suspend payments on the Project Contract or any contract entered into between the Commission and the Contractor. The State of New Jersey may, at its discretion, take such action to withhold Contractor payment on this or

any contract with the Contractor and/or withhold awarding any subsequent contracts to the Contractor until the required reports have been submitted.

XVIII. Monitoring of Program Performance

- A. The Contractor shall constantly monitor the performance under grant-supported activities to assure that time schedules are being met, projected objectives by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in Attachment D of the Project Contract, "Project Specifications".
- B. The Contractor shall inform the Commission in writing of the following types of conditions which affect program objectives and performance as soon as they become known:
 - 1. Problems, delays, loss of personnel, including previously identified subcontractors, subconsultants or subgrantees, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project activities by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Commission assistance needed to resolve the situation.
 - 2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or resulting in activities beyond those originally projected.
- C. The Commission may, at its discretion, make site visits to:
 - 1. Review program accomplishments and management control systems.
 - 2. Provide such technical assistance as may be required.
 - 3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

XIX. Audit Requirements

Project grants awarded under this Master Contract are covered by the audit requirements of the Department of Treasury Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State aid.

XX. Project Contract Modifications

- A. This Section sets forth criteria and procedures to be followed by the Contractor in reporting deviations from the approved objectives and/or budget and in requesting approvals for budget revisions and modifications in objectives and/or budget of a Project Contract. Revisions and modifications to the Project Contract must be requested in writing by the Contractor and approved in writing by the Commission pursuant to the terms of the Project Contract and the attachments thereto.
- B. Contractors shall request, in writing, approval of the Contract Officer designated in the Project Contract and the attachments thereto when there is reason to believe a revision or modification will be necessary. Reasons for revision or modification include, but are not limited to, the following:
 - 1. Changes in the scope, objective, or timing of the project or program.
 - 2. The need for additional funding or to extend the period of availability of funds.
 - 3. To provide financial assistance to a third party by sub-contracting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
 - 4. The revisions involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs if approval is required by the Commission.

For the purposes of this Master Contract and the Project Contract, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Direct costs are defined as those which can be

- identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.
5. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
 6. Loss of personnel designated as "project principals" in the Project Contract and the attachments thereto, or loss of previously identified subcontractors, sub-consultants or sub-grantees.
- C. The Commission may also, at its option, establish policy to restrict transfers of funds among direct cost categories and must require Contractors to comply with applicable Federal and State requirements concerning prior approval for certain budget changes.
 - D. When requesting approval for budget revisions, the Contractor shall clearly show the change in cost categories and may use the budget form provided in Attachment B of the Project Contract.
 - E. The Commission may request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Commission and the Contractor, must be incorporated in written amendments to the Project Contract.
 - F. If the Contractor is making program expenditures or providing Project Contract services at a rate which, in the judgment of the Commission, will result in substantial failure to expend the Project Contract amount or provide Project Contract services, the Commission may so notify the Contractor. If, after consultation, the Contractor is unable to develop to the satisfaction of the Commission a plan to rectify its low level of program expenditures or Project Contract services, the Commission may, upon thirty (30) days notice to the Contractor, reduce the Project Contract amount by a sum so that the revised Project Contract amount fairly projects program expenditures over the Project Contract period. This reduction shall take into account the Contractor's fixed costs and shall establish the committed level of services for each program element of Project Contract services at the reduced Project Contract amount.
 - G. If the revision requested will result in a change to the Contractor's approved project which requires Federal prior approval, the Commission will obtain the Federal agency's approval before approving the Contractor's request.

XXI. Project Contract Close-out Procedures

- A. The following definitions shall apply for the purpose of this Section:
 1. Project Contract Close-out. The close-out of a Project Contract is the process by which the Commission determines that all applicable administrative actions and all required work of the Project Contract have been completed by the Contractor.
 2. Date of Completion. The Project Contract close-out shall be completed no later than the expiration date in the Project Contract, or any supplement or amendment thereto.
- B. The Contractor shall submit a final report within thirty (30) calendar days of completion of the Project Contract period or termination of the Project Contract, unless a different date is specified in the Project Contract. This final report shall be in accordance with Section XVII, Paragraphs C and D of this Master Contract.

The Commission may extend the due date of the final report upon written request by the Contractor.
- C. The Contractor will, together with the submission of the final report, refund to the Commission any unexpended funds or unobligated (unencumbered) cash advanced except such sums that have been otherwise authorized, in writing, by the Commission to be retained.
- D. Within the limits of the contract amount, the Commission may make a settlement for any upward or downward adjustments of costs after these reports are received.
- E. In the event a final audit has not been performed prior to the close-out of the Project Contract, the Commission retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

- F. The Contractor shall account for any property acquired with Project Contract funds or received from the Commission in accordance with the provisions of the "Property Management Standards" as referenced in Section X of this Master Contract.

XXII. Enforcement

A. Remedies for Non Compliance

If a Contractor materially fails to comply with the term of an award, whether stated in a State or Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Commission may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the Contractor's program.
4. Withhold further awards for the program.
5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
6. Take other remedies that may be legally available.

B. Hearings, Appeals

In taking an enforcement action, the Commission may provide the Contractor an opportunity for such hearing, appeal or other administrative proceeding to which the Contractor is entitled under any statute or regulation applicable to the action involved.

C. Effects of Suspension and Termination

Costs incurred by the Contractor, resulting from obligations incurred by the Contractor during a suspension or after termination of an award, are not allowable to be applied against the grant unless the Commission expressly authorizes them in the notice of suspension or termination or subsequently. Other Contractor costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Contractor before the effective date of suspension or termination, and are noncancellable.

D. Relationship to Debarment and Suspension

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Contractor from being subject to State and Federal debarment and suspension procedures.

XXIII. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:

1. Termination. The termination of a Project Contract means the cancellation of assistance, in whole or in part, under a Project Contract at any time prior to the date of completion.
2. Suspension. The suspension of a Project Contract is an action by the Commission which temporarily suspends assistance under the Project Contract pending corrective action by the Contractor or pending a decision to terminate the Project Contract by the Commission.
3. Disallowed costs. Disallowed costs are those charges to the Project Contract which the Commission or its representatives determine to be beyond the scope of the purpose of this contract, excessive, or otherwise unallowable.

- B. When the Contractor has failed to comply with Project Contract award stipulations, standards, or conditions, and such failure has continued after written notice by the Commission, which notice outlined the Contractor's noncompliance and provided the Contractor with an opportunity to cure such

noncompliance, the Commission may upon thirty (30) days notice to the Contractor, suspend the Project Contract and withhold further payments; prohibit the Contractor from incurring additional obligations of Project Contract funds pending corrective action by the Contractor; or decide to terminate the contract in accordance with paragraph C below. Prior to the effective date of any such action the Commission shall provide the Contractor with the opportunity to respond to such action. The Commission shall allow all necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided that they meet the provisions of OMB Circulars A-21 and A-133 (Revised).

- C. The Commission may terminate the Project Contract, in whole or in part, upon thirty (30) days' notice, whenever it is determined that the Contractor has failed to comply with the conditions of the Project Contract and has not cured its noncompliance. The Commission shall promptly notify the Contractor, in writing, of the determination and the reasons for the termination together with the effective date and shall provide the Contractor with an opportunity to respond to such reasons. Payments made to the Contractor or recoveries by the Commission under the Project Contract terminated for cause shall be in accord with the legal right and liability of the parties.
- D. The Commission and the Contractor may terminate the Project Contract in whole, or in part, when both parties agree in writing that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the effective date and in case of partial termination, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.
- E. The Project Contract Close-out Procedures in Section XVIII of this Master Contract shall apply in all cases of termination of the Project Contract.

XXIV. Access to Records

- A. The Contractor agrees to make available to the Commission, and any of its duly authorized representatives, pertinent accounting records, books, documents and papers as may be necessary to monitor and audit the Contractor's operations.
- B. All visitations, inspections, and audits, including visits and requests for documentation in the discharge of the Commission's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, the Commission retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Commission reserves the right to have access to records of any subgrantees and requires the Contractor to provide for Commission access to such records in any contract or grant with the subgrantee.
- D. The Commission reserves the right to have access to all work papers produced in connection with audits made by the Contractor or by independent Certified Public Accountants, registered municipal accountants or licensed public accountants hired by the Contractor to perform such audits.

XXV. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records, and all other records pertinent to the Project Contract shall be retained for a period of seven years, unless Federal or State statutes require longer periods or unless directed to extend the retention by the Commission.
 - 1. If any litigation, claim, or audit is noticed or commenced before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.
 - 2. Records for nonexpendable property acquired with Commission funds shall be retained for seven years after its final disposition.
- B. For Federal and State purposes (unless otherwise provided):

1. General - The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
 2. Real Property and Equipment - The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the Commission.
- C. The Commission may request transfer of certain records to its custody from the Contractor when it determines that the records possess long-term retention value and will make arrangements with the Contractor to retain any records that are continuously needed for joint use.

XXVI. Statement of Assurances

The Contractor hereby assures the Executive Director of the Commission on Higher Education that:

- A. The activities and services for which assistance is sought under this grant will be administered by or under the supervision of the Contractor.
- B. Any funds received under this contract shall not be used to supplant funds normally budgeted for programs or services of the same type.
- C. The project shall be operated in compliance with all applicable New Jersey State Laws, and with the Contractor's efforts to recruit students from traditionally underrepresented populations.
- D. The institution will submit project reports as specified in the Project Contract governing the grant, including information relating to the achievement of project objectives. The institution will keep project records and afford access thereto as the New Jersey Commission on Higher Education may find necessary to assure correctness and verification of the reports.

XXVII. Property Management Standards

- A. Property furnished by the Commission or acquired in whole or in part with Federal or Commission funds or whose cost was charged to a project supported by Federal or Commission funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.
- B. Equipment purchased under this contract cannot be sold, leased, donated or otherwise disposed of by the Contractor without the prior written approval of the Commission on Higher Education for a period of five years from the ending date of the Contract. For the purpose of this section, equipment shall be defined as a movable or fixed unit of furniture or furnishings, an instrument, a machine, an apparatus, or a set of articles which meets all of the following conditions:
 1. It retains its original shape and appearance with use.
 2. It is non-expendable, that is, if the article is damaged or some of its parts are lost or worn out, it is usually more feasible to repair it rather than replace it with an entirely new unit.
 3. It represents an investment of money which makes it feasible and advisable to capitalize the item.
 4. It does not lose its identity through incorporation into a different or more complex unit or substance.

XXVIII. Appeals

A Contractor shall have the right to appeal to the Executive Director within ten (10) calendar days of any determination made by the Commission staff under this agreement or under the Project Contract and the attachments thereto.

XXIX. Entire Understanding

This Master Contract, along with the Project Contract entered into pursuant hereto which will be deemed to incorporate any written proposal of the Contractor, represents the entire understanding of the parties with respect to its subject matter, and supersedes all previous agreements, master contracts, discussions, writings, correspondence, and memoranda with respect thereto, and no representations, warranties, agreements, or covenants, express or implied, of any kind or character whatsoever with respect to such subject matter have been made by either party to the other, except as herein expressly set forth.

XXX. Project Contract Signatures

This Master and Project Contract shall be signed by either the president of the contracting institution or another institutional officer designated by the president and possessing legal authority to enter into such an agreement on behalf of the contracting institution. Upon request, the Commission may at its discretion require the contracting institution to submit written confirmation of the institutional officer's authority to sign the Master Contract and Project Contract on behalf of the Contractor.

XXXI. Master Contract Agreement Signatures

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

Rutgers, The State University of New Jersey

(Institution)

By _____ Date _____

Title President

New Jersey Commission on Higher Education

By _____ Date _____

Title Executive Director

1. General - The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
 2. Real Property and Equipment - The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the Commission.
- C. The Commission may request transfer of certain records to its custody from the Contractor when it determines that the records possess long-term retention value and will make arrangements with the Contractor to retain any records that are continuously needed for joint use.

XXVI. Statement of Assurances

The Contractor hereby assures the Executive Director of the Commission on Higher Education that:

- A. The activities and services for which assistance is sought under this grant will be administered by or under the supervision of the Contractor.
- B. Any funds received under this contract shall not be used to supplant funds normally budgeted for programs or services of the same type.
- C. The project shall be operated in compliance with all applicable New Jersey State Laws, and with the Contractor's efforts to recruit students from traditionally underrepresented populations.
- D. The institution will submit project reports as specified in the Project Contract governing the grant, including information relating to the achievement of project objectives. The institution will keep project records and afford access thereto as the New Jersey Commission on Higher Education may find necessary to assure correctness and verification of the reports.

XXVII. Property Management Standards

- A. Property furnished by the Commission or acquired in whole or in part with Federal or Commission funds or whose cost was charged to a project supported by Federal or Commission funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.
- B. Equipment purchased under this contract cannot be sold, leased, donated or otherwise disposed of by the Contractor without the prior written approval of the Commission on Higher Education for a period of five years from the ending date of the Contract. For the purpose of this section, equipment shall be defined as a movable or fixed unit of furniture or furnishings, an instrument, a machine, an apparatus, or a set of articles which meets all of the following conditions:
 1. It retains its original shape and appearance with use.
 2. It is non-expendable, that is, if the article is damaged or some of its parts are lost or worn out, it is usually more feasible to repair it rather than replace it with an entirely new unit.
 3. It represents an investment of money which makes it feasible and advisable to capitalize the item.
 4. It does not lose its identity through incorporation into a different or more complex unit or substance.

XXVIII. Appeals

A Contractor shall have the right to appeal to the Executive Director within ten (10) calendar days of any determination made by the Commission staff under this agreement or under the Project Contract and the attachments thereto.

XXIX. Entire Understanding

This Master Contract, along with the Project Contract entered into pursuant hereto which will be deemed to incorporate any written proposal of the Contractor, represents the entire understanding of the parties with respect to its subject matter, and supersedes all previous agreements, master contracts, discussions, writings, correspondence, and memoranda with respect thereto, and no representations, warranties, agreements, or covenants, express or implied, of any kind or character whatsoever with respect to such subject matter have been made by either party to the other, except as herein expressly set forth.

XXX. Project Contract Signatures

This Master and Project Contract shall be signed by either the president of the contracting institution or another institutional officer designated by the president and possessing legal authority to enter into such an agreement on behalf of the contracting institution. Upon request, the Commission may at its discretion require the contracting institution to submit written confirmation of the institutional officer's authority to sign the Master Contract and Project Contract on behalf of the Contractor.

XXVII. Master Contract Agreement Signatures

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

Rutgers, The State University of New Jersey

_____ (Institution)

By _____ Date _____

Title President

New Jersey Commission on Higher Education

By _____ Date _____

Title Executive Director