



**STATE OF MARYLAND
DEPARTMENT OF AGRICULTURE**

GRANT AGREEMENT

Grant Agreement No: _____

PROJECT NAME:

THIS GRANT AGREEMENT (this “Agreement”), dated _____, 2020 is between the **MARYLAND DEPARTMENT OF AGRICULTURE** (“MDA” or “Grantor”), a principal department of the State of Maryland, and _____, (“Grantee”) (**Federal Tax ID** _____).

Funding for this grant is made available through the Animal Waste Technology Fund. Agriculture Article, §§ 8-7A-01 *et seq.*, Annotated Code of Maryland. Funding may also be made available through the Chesapeake and Atlantic Coastal Bays Trust Fund and the Maryland Energy Administration.

IN CONSIDERATION of the foregoing and the mutual promises and covenants contained in this Agreement, Grantor and Grantee agree as follows:

1. PURPOSE

The purpose of this Agreement is to grant _____ (\$_____) to Grantee to provide a proven and innovative technology to manage agricultural manure and on-farm waste in a manner specified in the Grantee’s Grant Proposal, which is attached hereto and incorporated herein (Exhibit 2), and otherwise provide an animal waste technology project that meets the goals of the Project Request (Exhibit 1) and the Animal Waste Technology Fund. Agriculture Article, § 8-7A-02, Annotated Code of Maryland.

2. TERMS OF AGREEMENT

Grantee shall abide by the terms of this Grant Agreement, including those specified in MDA’s General Terms and Conditions set forth in Attachment A, which is attached hereto and incorporated herein. Grantee shall also provide the deliverables that meet the goals of the Project Request (Exhibit 1) and the Grantee’s Proposal (Exhibit 2). If there is any conflict between this Grant Agreement and the Exhibits, the terms of the Grant Agreement shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit 1 – The Project Request

Exhibit 2 – The Proposal (Technical and Financial)

3. PERIOD OF AWARD

Performance under this Agreement commences on _____, 2020, and continues until work on the agreed-upon waste technology project is completed, but in any case no later than _____, 2022, unless MDA agrees to issue a no-cost one-year extension to address delays in the implementation schedule and allow the Grantee to complete the project.

4. DISBURSEMENT OF GRANT

Upon the execution of this Agreement, MDA will disburse 20% (\$_____) of the Grant Funds for project construction/installation to Grantee provided Grantee has met all of the terms called for in the Request including, but not limited to, securing the requisite insurance, and providing MDA a copy of the Grantee’s agreement with the person on whose land the project will be installed: (a) showing that the Grantee may use the project site for the purposes specified in this Agreement, and (b) explaining their intent regarding the project’s operation once the requisite operational period has concluded (see Section 7 below).

MDA will disburse the remainder of the Grant Funds as follows:

- (a) Subsequent quarterly reports shall include copies of invoices documenting expenditures associated with utilization of the 20% advance payment;
- (b) All other expenditures will be paid quarterly on a reimbursable basis. Invoices may be submitted with quarterly reports throughout the grant period with documentation verifying expenditures consistent with the Project Request and Proposal including, but not limited to, the approved budget (or an approved budgetary amendment).
- (c) All invoices for services shall be signed by the Grantee and submitted to the MDA Grant Monitor. All invoices shall include the following information:
 - Grantee name;
 - Remittance address;
 - Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
 - Invoice period;
 - Invoice date;
 - Invoice number;
 - State assigned Grant number;
 - Goods or services provided and itemized with associated cost; and
 - Amount due.

Invoices submitted without the required information cannot be processed for payment until the Grantee provides the required information.

(d) MDA reserves the right to reduce or withhold Grant payment in the event the Grantee does not provide the Department with all required deliverables within the time frame specified in the Grant Agreement or in the event that the Grantee otherwise materially breaches the terms and conditions of the Agreement until such time as the Grantee brings itself into full compliance with the Agreement.

(e) MDA may withhold up to 25% of project construction/installation funding until the project is fully operational.

(f) MDA may withhold up to 10% of total project funding until conclusion of the one year monitoring period.

(g) The Grantee shall provide to MDA, upon request, copies of any invoices, or any other documents or information needed in order for the State to comply with all applicable State or federal reporting and audit requirements. Documentation shall be retained by the grantee for a period of 3 years following conclusion of the project.

5. STAFFING AND KEY PERSONNEL

The Grantee shall:

(a) Retain staff and expertise necessary to ensure the technology is properly installed and functions in support of and is consistent with farm management objectives for nutrient use and manure handling.

(b) Unless substitution is approved per paragraphs (c)-(d) of this section, the Grantee's key personnel shall be the same personnel as proposed in the Grantee's Project Proposal. Such identified key personnel shall perform continuously for the duration of the Grant Agreement, or such lesser duration as specified in the Project Proposal. Key personnel may not be removed by the Grantee from working under this Agreement, as described in the Grantee's Technical Proposal, without the prior written approval of the Contract Monitor.

(c) Key Personnel General Substitution Provisions

1. The Grantee shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute key personnel have qualifications at least equal to those of the key personnel for whom the replacement is requested.
2. The Grantee shall provide the Contract Monitor with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - The official resume of the current personnel for comparison purposes; and
 - Any evidence of any required credentials.
3. The Contract Monitor may request additional information concerning the proposed substitution.
4. The Contract Monitor will notify the Grantee in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a requested key personnel replacement.

(d) Replacement Circumstances

1. Voluntary Key Personnel Replacement

To voluntarily replace any key personnel, the Grantee shall submit a substitution request as described in paragraph (c) of this section to the Contract Monitor at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph (d)2 of this clause, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

The Grantee shall replace key personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an extraordinary personal circumstance, incapacitating injury, illness or physical condition, or death of such personnel.

Under any of the circumstances set forth in this paragraph (d)2, the Grantee shall identify a suitable replacement and provide the same information or items required under paragraph (c) of this section within fifteen (15) days of the actual vacancy occurrence or from when the Grantee first knew or should have known that the vacancy would be occurring, whichever is earlier.

6. REPORTING

Grantee shall be responsible for the following reports:

(a) Interim progress reports are required on a quarterly basis.

(1) Reports are required for the periods identified as follows:

(a) July 1—September 30. Report due by October 31.

(b) October 1—December 31. Report due by January 31.

(c) January 1—March 31. Report due by May 30.

(d) April 1—June 30. Report due by July 30.

(2) Progress reports must address the following:

(a) Status of project implementation indicating milestones achieved in the quarter.

(b) Identification of whether the approved timeline is being met, provide justification if any delays have occurred and document strategy for addressing delays within a specified timeline.

(c) Describe any modifications made to the technology such as operational or functional changes to address the parameters of the site or farm operation, if such changes included additional costs and if they were successful.

(d) Categorize and document expenditures.

(b) Reports after project installation is complete, operation has been initiated, and project has been operational for three months shall address the following:

(1) Evaluation of project implementation, identifying lessons learned or improvements that were made to the design, its operation, or considerations for future deployment.

(2) Description of permitting requirements, data used to meet these requirements and issues that were addressed.

(3) How the technology has addressed nitrogen and/or phosphorus reduction and how the calculation to determine this was made.

(4) Integration of the technology with the farm operation including:

(i) Manure management improvements.

(ii) Cost effectiveness.

(iii) Use or sale of products/co-products.

(iv) Changes to farm nutrient management plan or nutrient budget of farm/s due to implementation (projected or achieved).

(v) Operation and maintenance requirements for the technology.

(vi) Expenditures.

(c) A closeout report after one year of operation including use of the performance monitoring information to address the following:

(1) Environmental performance data specifically addressing:

(i) Permits required and environmental data collected to obtain and meet permit thresholds.

(ii) Fate, form and nutrient content of manure processing products and by-products.

- (iii) Mass nutrient balance at the farm-scale or larger scales as appropriate to project evaluation or changes to the farm nutrient management plan, its implementation requirements or regional mass nutrient balance.
- (2) Economic performance data specifically addressing:
 - (i) Costs associated with installation of the project and all funding sources.
 - (ii) Projected payback of the technology calculated based both with public support as provided and calculated with costs relying on private sector or private investment.
 - (iii) Income streams created or economic benefits accrued.
 - (iv) Cost-effectiveness for use of the technology, as applicable. (On farm, multiple farms, stand alone or independent enterprise/service)
 - (v) Business plan for expanding use/benefits to additional Maryland farms.
 - (vi) Operation and maintenance costs.
- (3) Technical performance data specifically addressing:
 - (i) Installation requirements and lessons learned.
 - (ii) Quantities and characteristics of manure processed.
 - (iii) Products and co-products and their characteristics.
 - (iv) Operation and maintenance requirements.

7. USE OF/ACCESS TO PROJECT SITE; USE OF PROJECT INFORMATION; PROJECT CONCLUSION

(a) Grantee's Use of Project Site. Grantee shall provide documentation showing that the Grantee may enter upon and use the project site for the purposes specified in the Grant Agreement. This documentation may be in the form of a lease agreement, license, or other similar instrument between the Grantee and the owner of the land on which the demonstration project is to be constructed and/or installed, and shall allow, permit, or otherwise grant the Grantee the right to enter upon and use the project site for the intended purposes of the Grant Agreement including, but not limited to, the following uses:

- (1) To construct and/or install the demonstration project; and
- (2) Following construction and/or installation of the project, to operate and monitor the demonstration project for a period of at least one year.

(b) Right of Others to Access the Project Site.

(1) Grantee shall provide written documentation acceptable to the Department, which may appear in any of the instruments referenced in paragraph (a) above, showing that:

- (i) MDA employees and other persons charged with monitoring the demonstration project may enter upon and have access to the Project Site including, but not limited to, the relevant buildings and structures, so that such persons may (i) inspect and monitor the construction and/or installation of the demonstration project and, (ii) following its construction and/or installation, monitor the performance of the demonstration project for a period of at least one year;
- (ii) Members of the public, when pre-arranged and accompanied by project representatives, may access the project site for tours and/or workshops.

(c) Use of Project Information. The Grantee understands and agrees that MDA may use information about the project for reporting and marketing purposes including, but not limited to, the project description, building type, energy production and use, manure management, byproduct production and use, project costs, and cost/benefit information. (Business confidential information will not be included.)

(d) Condition for MDA's Execution of Agreement. The documentation specified in this section is required as a condition for MDA's execution of the Agreement. The first project payment is contingent upon receipt and approval of this documentation.

(e) Project Conclusion. The Grantee shall provide MDA with a copy of the Grantee's agreement with the person on whose land the technology project will be installed explaining their intentions regarding the project's operation once the requisite operational period has concluded. For example, do they intend that the project, if successful, will continue operating at this location following the requisite one-year operational period? If so, the agreement should state the conditions under which it would continue to operate. Do they intend that the project's operation will cease at the project's conclusion? If so, the agreement should state the reasons that might cause the cessation of the project's operation. Do they intend that any structure built for the project will be dismantled or otherwise disposed of at the

project's conclusion? If so, the agreement should state the reasons that might cause the dismantling or disposal of such structures. Do they intend that the Grantee will step aside at the project's conclusion, and turn the project's operation over to the farm operator? If so, the agreement should state how this transition will occur.

8. THIRD PARTY MONITORING

Grantee shall cooperate and provide monitoring data and system information, including financial information to MDA or third parties contracted by MDA to provide oversight and replicate outputs from performance monitoring. This oversight may include collection and evaluation of both economic and environmental performance. Grantees are responsible for on-site performance documentation as a condition of accepting an award.

9. CONTACTS

Grantor Contact/Program Coordinator
Alisha Mulkey, Grant Monitor
Maryland Department of Agriculture
50 Harry S. Truman Parkway

Annapolis, MD 21401
Phone: 410-841-5873
Email: alisha.mulkey@maryland.gov

Grantee Contact

Telephone _____
Email: _____

10. PATENTS, COPYRIGHTS, AND INTELLECTUAL PROPERTY

If the Grantee uses any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Grantee shall obtain the necessary permission or license to use such item or items.

The Grantee will defend or settle, at its own expense, any claim or suit against the State alleging that any such item used by the Grantee infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Grantee will defend the State against that claim at Grantee's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Grantee in writing of the claim; and (b) allows Grantee to control and cooperates with Grantee in, the defense and any related settlement negotiations.

11. CONFIDENTIALITY

Subject to the Maryland Public Information Act and any other applicable laws including, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Grantee's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Grant Agreement, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Grant Agreement; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

12. COMPLIANCE WITH LAWS

The Grantee hereby represents and warrants that:

- (a) It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- (b) It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Grant Agreement;
- (c) It shall comply with all federal, State and local laws, regulations, and ordinances for applicable to its activities and obligations under this Grant Agreement; and

(d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant Agreement.

13. SURVIVING TERMS

Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Grant Agreement.

14. MARYLAND SAVED HARMLESS

To the extent allowed by Maryland law, the Grantee agrees to defend, indemnify and hold MDA harmless from and against any and all damages, claims, lawsuits, actions, and reasonable out-of-pocket costs and expenses, in whatever form, arising from or related to the Grant. MDA expressly reserves the right of any immunity MDA or its employees may possess under State or federal law. If the Grantee is a local government, then each party shall be responsible for its own liability associated with the Grant, and neither party waives any applicable immunities.

15. LIABILITY INSURANCE

(a) For all work performed by the Grantee that is to be funded in whole or in part with grant funds provided by MDA, Grantee shall purchase and maintain comprehensive third-party legal liability insurance or its equivalent. Grantee shall also maintain other such insurance as is appropriate for the work to be performed. For a Maryland State or local government entity that is self-insured, a document detailing the statutory basis for self-insurance may be accepted by MDA as an equivalent form of insurance under this paragraph.

(b) All insurance must name MDA as an additional insured. The insurance provided shall include, but not be limited to, insurance protecting MDA from bodily injury and property damage, including, but not limited to all workers' compensation insurance, and errors and omissions. Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MDA, upon demand, a certificate or other documentation deemed appropriate by MDA, evidencing MDA's status as an additional insured.

(c) Insurance requirements may be waived or modified by MDA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties, and attached hereto and incorporated herein as part of this Agreement.

(d) Grantee shall include in all of its contracts for work that is to be funded in whole or in part with grant funds provided by MDA a provision or provisions requiring all contractors to purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed. All insurance provided by the contractor must name MDA as an additional insured. The insurance provided shall include, but not be limited to, insurance protecting MDA from bodily injury and property damage, including, but not limited to all workers' compensation insurance, and errors and omissions.

(e) Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MDA, upon demand, a certificate or other documentation deemed appropriate by MDA, evidencing MDA's status as an additional insured. Insurance requirements may be waived by MDA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties, and attached hereto and incorporated herein as part of this Agreement.

16. GENERAL TERMS AND CONDITIONS

The Grantee shall comply with the Maryland Department of Agriculture's General Terms and Conditions, which is attached hereto and made a part of this Agreement. See Attachment A.

17. NON-WAIVER OF RIGHTS; REMEDIES

No failure on the part of the State or MDA to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude the State or MDA from further exercising that or any other right. The remedies provided under this Agreement are cumulative and not exclusive of any remedies provided by law.

18. ENTIRE AGREEMENT

This Agreement represents the complete, total and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.

19. AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall bind the respective successors and assigns of the parties

20. ASSIGNMENT OR TRANSFER

The Grantee may not sell, transfer, or assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without further prior written consent of MDA.

21. AMENDMENTS TO THE GRANT

No amendment to this Agreement is binding unless it is in writing and signed by both parties.

22. ENVIRONMENTAL STANDARDS AND LIABILITY

The Grantee shall ascertain and abide by all applicable environmental standards set by federal, state or local laws, rules or regulations related to the performance of the obligations pursuant to the Agreement (hereinafter referred to as "Environmental Standards"). The Grantee shall monitor its compliance with Environmental Standards and immediately halt and correct any incident of non-compliance.

In the event of any incident of non-compliance with Environmental Standards, the Grantee shall:

- (a) Give MDA immediate notice of the incident to the Agreement Representative, or designee, providing as much detail as possible;
- (b) If requested by MDA, submit a written report to MDA, identifying the source or cause of the non-compliance and the method or action required to correct the problem; and
- (c) Cooperate with MDA or its designated agents or contractors with respect to the investigation of such problem.

To the limits allowed by Maryland law (and without waiving any local or State government immunities that may apply if Grantee is a local government), the Grantee shall be liable for (a) all environmental losses, including but not limited to, costs, expenses, losses, damages, actions, claims, penalties, fines and remedial or cleanup obligations arising from its failure to comply with Environmental Standards; and (b) any hazardous material located or placed in the Project and any requirements imposed by any governmental authority with respect to hazardous materials, arising in connection with the Grant or the Project.

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

Grantee	MDA Representative
Name (please print)	Name (please print)
Title	Title
Date	Date
Signature	Signature

ATTACHMENT A
Maryland Department of Agriculture's
General Terms and Conditions

1. Changes: This Agreement may be amended only with the written consent of both parties.
2. Non-discrimination: Grantee may not discriminate on the basis of:
 - a. Political or religious opinion or affiliation, marital status, race, color, creed, or national origin;
 - b. Sex or age, except when age or sex constitutes a *bona fide* occupational qualification; or
 - c. The physical or mental disability of a qualified individual.
3. Drug- and Alcohol-Free Work Place: Grantee agrees to comply with Maryland's policy concerning a drug and alcohol-free work place, as set forth in *COMAR 01.01.1989.18*, and shall remain in compliance throughout the term of this Agreement.
4. Termination for Non-Appropriation (Multi-Year Agreements): If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Agreement shall be terminated automatically as of the beginning of the fiscal year for which funds are not available.
5. Termination for Convenience: MDA may terminate this Agreement, in whole or in part, without showing cause upon prior written notice to the Grantee specifying the extent and effective date of the termination. MDA shall pay all reasonable costs associated with this Agreement that the Grantee has incurred up to the date of termination, and all reasonable costs associated with termination of the Agreement.
6. Termination for Default: If the Grantee violates any provision of this Agreement, MDA may terminate the Agreement by giving the Grantee written notice of the termination.
7. Maryland Law Prevails: The law of Maryland shall govern the interpretation and enforcement of this Agreement.
8. The Grantee and subcontractors shall retain and maintain all records and documents relating to this Agreement for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations or federal retention requirements (such as HIPAA), whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Contract Monitor or designee, at all reasonable times. All records related in any way to this Agreement are to be retained for the entire time provided under this section. In the event of any audit, the Grantee shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 8 shall survive expiration or termination of the Agreement.
9. Severability: It is understood and agreed by the parties hereto that if any of these provisions shall contravene, or be invalid under the laws of the particular state, county, or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid in the said particular state, county, or jurisdiction, and the rights and obligations of the parties shall be construed and enforced accordingly.
10. Use/Return of Funds. The Grantee shall use all funds provided by MDA strictly in accordance with the Agreement and return all funds not used. If the Agreement is terminated, the Grantee shall return all funds not used.

Exhibit 1
Project Request

Exhibit 2
Grantee's Proposal — (Including Scope of Work and Budget)

Budget