

**AGREEMENT BETWEEN  
FIRST 5 SAN MATEO COUNTY  
AND  
CONTRACTOR NAME  
(PROJECT NAME)**

**THIS AGREEMENT (“AGREEMENT”)** is effective as of DATE, by and between First 5 San Mateo County (“F5SMC” or the “Commission”) and CONTRACTOR NAME (the “Contractor”) (collectively, the “Parties”).

**W I T N E S S E T H :**

**WHEREAS**, pursuant to Health & Safety Code Section 130100 et seq., the Commission may contract with Contractors for the furnishing of such services to or for the Commission; and

**WHEREAS**, it is necessary and desirable that the parties enter into this Grant Agreement to provide the Contractor funding for the following:

----- DESCRIPTION -----

**WHEREFORE**, the Commission and the Contractor agree as follows:

1. **Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A – Scope of Work
- Exhibit B – Payments
- Exhibit C – Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as amended
- Exhibit D – Intellectual Property Protocol
- Attachment A-1 – Detailed Scope of Work FY 20XX-20XX
- Attachment B-1 – Detailed Budget Request and Budget Narrative FY 20XX-20XX

2. **Services to be Performed**

In consideration of the payments hereinafter set forth in Exhibit B, the Contractor, under the general direction of the Executive Director of the Commission, or his/her authorized representative, with respect to the product or result of the Contractor’s services, shall perform services as described in Exhibit A (the “Services”).

The Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the Services required under this Agreement.

3. **Agreement Term and Termination**

Notwithstanding Paragraph 4(C) and Paragraph 5, each of which may require performance by the Contractor after the Agreement term is completed or the Agreement is terminated, the term of this Agreement shall be from STARTING TO ENDING DATE OF THE TERM. The Contractor further agrees that the requirements of this Agreement pertaining to indemnity in Paragraph 8, records in Paragraph 14, and intellectual property in Paragraph 15, and controlling law in Paragraph 19, shall survive the termination of this Agreement.

The Executive Director, after consultation with the Chair of the Commission, may at any time from execution of this Agreement, terminate this Agreement, with or without cause upon 30 days written notice specifying the effective date of such termination.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (collectively, “Materials”) prepared by the Contractor under this Agreement shall become the property of the Commission and shall be promptly delivered to the Commission. In the event of termination, the Contractor shall be paid for all work satisfactorily performed until termination.

In the event that the Commission makes any advance payments, the Contractor agrees to refund any amounts in excess of the amount owed by the Commission if the Agreement is terminated at the time the Agreement terminated. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed satisfactorily to the work/services required by the Agreement.

#### 4. **Payments**

- A. **Maximum Amount**. In full consideration of the Contractor's performance of the Services, the amount that the Commission shall be obligated to pay under this Agreement shall not exceed AMOUNT OF CONTRACT IN DOLLARS (\$ NUMERICAL NUMBERS).
- B. **Rate of Payment**. The rate of payment shall be as specified in Exhibit B. The Commission reserves the right to withhold payment if the Commission determines that the quantity or quality of the work performed as described in Exhibit A is unacceptable. In the event that any advance or unearned payments are received by the Contractor, the Contractor shall hold such payments in trust for the benefit of the Commission and shall return or refund to the Commission any and all amounts held that are in excess of the amount owed by the Commission at the time the Agreement terminated.
- C. **Time Limit for Submitting**. Contractor expenditures will be paid on a reimbursement basis only. On a quarterly basis, the Contractor shall submit actual expenses in a Financial Status Report and Reimbursement Request Form (the "Report"). This Report shall be submitted within 30 days after the end of each quarter being reported on for each funded fiscal year under this Agreement in accordance with the provisions of Exhibit B. Guidelines from the Grantee Handbook for the submittal of the Report will be provided on request.
- D. **Availability of Funds**. Payment for all services provided pursuant to this Agreement is contingent upon the availability of funds under Proposition 10. In the event such funds are not provided or not available to the First 5 San Mateo County, the Commission shall not be liable for any payment under this Agreement. In such event, the Commission may terminate this Agreement for unavailability of State funds. If that occurs, the Commission shall request that the Executive Director inform the Contractor of such unavailability as soon as it is known, and, to the extent Proposition 10 funds remain and it is legally possible, the Commission shall pay all outstanding amounts due. In no event will the Commission be required to make payments under this Agreement from non-Proposition 10 Commission funds.
- E. **Supplantation**. Funds pursuant to this Agreement are provided pursuant to Proposition 10 and are intended to supplement, expand upon, and enhance activities funded from existing sources. The Contractor shall not use funds under this Agreement to supplant existing resources or services.

#### 5. **Program Monitoring and Evaluation**

The Contractor shall track the achievement of program objectives and the process and outcome measures for this project as they are described in the scope of work in Exhibit A. The Contractor shall cooperate with the Commission, the Staff and/or a Staff Designee hired to aid in the evaluation process. The Contractor shall collect client level data for each funded year and shall participate in a countywide and statewide evaluation of the effectiveness of Proposition 10 efforts, whether it occurs during or after the term of this contract. As requested by the Executive Director, his or her designee, or the Commission's Staff the Contractor shall submit reports in the form of those included in the Grantee Handbook according to the following monitoring and evaluation dates:

- January 30, 20XX;
- July 30, 20XX;
- January 30, 20XX;
- July 30, 20XX

#### 6. **Acknowledgement of First 5 San Mateo County (F5SMC) Funding**

The Contractor shall acknowledge being a recipient of F5SMC funding in statements or printed Materials appropriate to the purpose of their grant. Contractor shall prominently display any appropriate acknowledgement provided by F5SMC and place the F5SMC logo and/or the following phrase, "Funding provided by First 5 San Mateo County," in all public education and outreach Materials and media communication regarding projects funded with Proposition 10 funding.

7. **Relationship of Parties**

The Contractor agrees and understands that the work/services performed under this Agreement are performed as a Contractor and not as an employee of the Commission or the County of San Mateo, and that Contractor acquires none of the rights, privileges, powers or advantages of Commission or County employees.

8. **Indemnity**

The Contractor shall indemnify and hold harmless the Commission, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including the Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging, or (C) any sanctions, penalties, or claims of damages resulting from the Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Commission, its officers, agents, employees, or servants resulting from the performance of any work required of the Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the Commission has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Contractor to indemnify and hold harmless as set forth herein, shall include the duty to defend as set forth in section 2778 of the California Civil Code.

9. **Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Executive Director of the Commission. The Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Commission with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Commission of any pending change in the limits of liability or of any cancellation or modification of the policy.

A. **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself or by any person or entity performing the services or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- |                                       |             |
|---------------------------------------|-------------|
| (a) Comprehensive General Liability   | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |

The Commission and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the Commission, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the Commission or its officers and employees have other insurance against

the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Commission at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

## 10. **Non-Discrimination**

Contractor shall comply with the non-discrimination requirements described below:

### A. **Section 504 of the Rehabilitation Act of 1973**

1. Pursuant to Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112) as amended ("Section 504"), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
2. Compliance with Section 504 requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. The Contractor shall agree to be in compliance with Section 504 requirements by signing the Letter of Assurance, attached and incorporated herein as Exhibit C.

### **Non-Discrimination - General**

No person shall, on the grounds of age, ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the Executive Director after consultation with the Chair of the Commission, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a Commission or County of San Mateo agreement for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; and/or iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Executive Director, on behalf of the Commission.

To effectuate the provisions of this paragraph, the Executive Director shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) offset all or any portion of the amount described in this paragraph against amounts due to the Contractor under the Agreement or any other Agreement between Contractor and the Commission or the County of San Mateo. The Contractor shall report to the Executive Director the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing or any other entity charged with the investigation of allegations within 30 days of the Contractor's receipt of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstances. The Contractor shall provide the Commission with a copy of its response to the Complaint when filed.

### **Non-Discrimination - Employment**

The Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. The Contractor's equal employment opportunity policies shall be made available to the Commission upon request.

### **Equal Benefits**

With respect to the provision of employee benefits, the Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

## 11. **Child Abuse Prevention and Reporting**

The Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165.9. This responsibility shall include:

- A. Requiring that all employees, consultants, or agents performing services under this Agreement who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a) but who will be alone with children and/or who have supervisory or disciplinary control over children, gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Establishing procedures to ensure fingerprinting, at the Contractor's sole expense, for all employees, subcontractors, assignees, volunteers, and any other persons who provide services under this Agreement who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal Code Section 11105.3) in order to determine whether they have a criminal history which would compromise the safety of children with whom the Contractor's employees, subcontractors, assignees or volunteers have contact.

12. **Smoke Free Premises**

The Contractor shall prohibit smoking on its premises. "Premises" shall include all property owned, leased, or occupied by the Contractor, including its offices and day care centers, if applicable. In addition, the Contractor shall include or incorporate by reference in all subcontracts the requirements of this provision; failure to do so shall constitute a material breach of this Agreement.

13. **Assignments and Subcontracts**

- A. Without the written consent of the Executive Director of the Commission or his/her designee, this Agreement is not assignable in whole or in part with the exception of subcontractors already approved as part of this Agreement. Any assignment by the Contractor without the written consent of the Executive Director of the Commission or his/her designee violates this Agreement and shall automatically terminate this Agreement.
- B. All assignees, subcontractors, or consultants approved in writing by the Executive Director of the Commission or his/her designee shall be subject to the same terms and conditions applicable to the Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

14. **Records**

- A. The Contractor agrees to provide to the Commission, to any Federal or State department having monitoring or reviewing authority, to Commission's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. The Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.
- C. The Contractor shall notify Commission staff of all instances and/or requests for data disclosure.

15. **Intellectual Property**

The Commission recognizes that, at times, Contractors may wish to share their findings and analysis for the benefit of the community through publication, teaching and other methods of dissemination. These activities can be viewed as beneficial to the community; therefore the Commission generally encourages them. As long as the Contractor does not receive any financial consideration for the dissemination and takes steps to protect the confidentiality of any individual who provided information, the Contractor may do so without approval from the Commission; however, any dissemination will include an acknowledgment of First 5 San Mateo County.

However, this Agreement shall otherwise preclude Contractors from using or marketing products developed or originated for the Commission hereunder commercially or in any manner that generates revenue unless and until the parties execute a marketing agreement.

16. **Compliance with Applicable Laws**

All services to be performed by the Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, and regulations, including but not limited to appropriate licensure, certification regulations, confidentiality requirements and applicable quality assurance regulations.

17. **Alteration of Agreement**

This Agreement, including exhibits and attachments included herewith and incorporated by reference, constitutes the sole and entire Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and executed by the parties.

18. **Notices**

A. Unless First 5 San Mateo County is informed in writing, of any change as to the name and address for any notice, request, demand or other communication required or permitted, that communication shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed:

- 1) In the case of Commission, to:  
First 5 San Mateo County  
1700 S. El Camino Real, Suite 405  
San Mateo, CA 94402  
Phone: (650) 372-9500
- 2) In the case of the Contractor, to:  
CONTRACTOR NAME  
ADDRESS:  
CITY:  
PHONE:

19. **Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Any lawsuit related to this Agreement must be venued in the San Mateo County Superior Court.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their hands to this Agreement.

CONTRACTOR NAME  
ADDRESS:  
CITY:

**First 5 San Mateo County**  
1700 S. El Camino Real, Suite 405  
San Mateo, CA 94402

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Budget Unit

\_\_\_\_\_  
Contractors' Tax ID Number

**AGREEMENT BETWEEN  
FIRST 5 SAN MATEO COUNTY  
AND  
CONTRACTOR NAME  
(PROJECT NAME)**

**EXHIBIT A**

**SCOPE OF WORK**

Pursuant to the Agreement for Services between First 5 San Mateo County and **CONTRACTOR NAME**, effective as of July 1, 2015 the Contractor shall provide services as described in this Exhibit A, over the term of this Agreement.

The Contractor commits to align its program with First 5 San Mateo County's strategic approach to collaborate with existing services. In doing so, resources are maximized with the goal of implementing comprehensive and integrated services which support the Commission's adopted Strategic Plan for children and families in San Mateo County.

Attachments to Exhibit A reflect the detailed scope of work for the term of this Agreement.

-----DESCRIPTION-----

Specifically, the Contractor will:

-----DESCRIPTION-----

**AGREEMENT BETWEEN  
FIRST 5 SAN MATEO COUNTY  
AND  
CONTRACTOR NAME  
(PROJECT NAME)**

**EXHIBIT B**

**PAYMENTS**

Pursuant to the Agreement for Services between First 5 San Mateo County and **CONTRACTOR NAME**, effective as of July 1, 2015, the Commission shall pay the Contractor, as described in this Exhibit B over the term of this Agreement.

Exhibit B and its attachments reflect the budget for the Agreement term.

1. The Commission shall reimburse the Contractor for services provided not to exceed the maximum award set forth below in paragraph 3 ("Maximum Amount"), contingent upon the Contractor submitting a Reimbursement Request Form to the Commission. After review and approval of the Contractor's Reimbursement Request Form, the Contractor shall be reimbursed for reasonable costs incurred in providing services required by the Agreement.

At the end of the Agreement term, the Commission will conduct an 'Agreement closeout' which includes a reconciliation of all Commission payments and the Contractor expenditures. Any balance due to the Contractor will be paid by the Commission upon completion of the Agreement closeout process. In the event the reconciliation reveals that the Contractor was paid an amount in excess of the amount owed by the Commission, the Contractor will refund this amount upon notification from the Commission.

Under no circumstances shall total payments from the Commission to the Contractor exceed the Maximum Amount of the Agreement.

Guidelines for progress reports, program expenditure reporting, and reimbursement for services are contained in the Grantee Handbook and the Contractor's reporting shall include a descriptive narrative, tracking of the approved timeline and work plan (scope of work), and a detailed financial accounting of all grant funds spent in comparison with the approved budget.

2. Payment is contingent on the performance of the services described in Exhibit A to the full satisfaction of the Executive Director, on behalf of the Commission.
3. The amount that the Commission shall be obligated to pay for services rendered under this Agreement shall not exceed AMOUNT OF CONTRACT IN DOLLARS (\$ NUMERICAL NUMBERS), the Maximum Amount for the Agreement term.
4. Payment is contingent upon satisfactory performance, appropriate grant management, and timely reporting.
5. The Contractor shall expend funds received, in accordance with the budget as described in Attachment B-1 to B-3 attached hereto and incorporated by reference herein, or as approved later by the Executive Director or his/her designee.





**AGREEMENT BETWEEN  
FIRST 5 SAN MATEO COUNTY  
AND  
CONTRACTOR NAME  
(PROJECT NAME)**

**EXHIBIT D**

**INTELLECTUAL PROPERTY PROTOCOL**

The protocol provided below addresses how and when a person must obtain permission to disseminate data, findings or products emerging from First 5 San Mateo County ("F5SMC" or "Commission")-funded projects or their evaluations.

**1. Categories of Materials**

The following tiers represent the general types or categories of dissemination and the F5SMC's policy for each category.

- Tier 1** acknowledges that cleaned and reviewed data, and summaries of cleaned/reviewed data are commonly shared among individuals and/or organizations (collectively "Person"). The F5SMC encourages this practice and does not expect any advance notice, pre-approval or involvement.
- Tier 2** recognizes that data sets are commonly analyzed and findings are broadly shared through publication, teaching and other methods of dissemination. These activities can be viewed as beneficial to the community and therefore the F5SMC generally encourages them. However, prior to any publication of F5SMC-funded and produced Materials, such material shall be submitted to the F5SMC for prior approval for input and to ensure inclusion of appropriate F5SMC acknowledgment. Failure to obtain approval prior to dissemination is a violation of this protocol.
- Tier 3** acknowledges that in some instances, Persons will develop analyses, Materials or products for distribution and/or sale (e.g. software programs, CD-ROMs, brochures, manuals, curricula and books). Persons need to acknowledge that in such instances, the F5SMC owns the rights to such analyses, Materials or products. Consequently, no Person shall sell or otherwise appropriate, any analyses, Materials or products which are made possible, in whole or in part, by F5SMC funded support, without the express prior approval of the F5SMC. When presented with a request by a Person for prior approval, the F5SMC shall decide whether, and to what extent, such analyses, Materials or products may be appropriated or sold, the determination of which shall include consideration of such issues such as profit sharing, on a case by case basis. Failure to obtain approval prior to dissemination is a violation of this protocol. The decision whether to grant approval is the Commission's alone and is not subject to a requirement of good cause.

**2. Definitions and Process**

At present, F5SMC Agreements provide that F5SMC owns any products from F5SMC-funded projects. The protocol provided below addresses how/when a person must obtain permission to disseminate data, findings or products emerging from F5SMC-funded projects or their evaluations.

**Tier 1- Cleaned/Reviewed Data and Summary of Findings**

**Definition:**

This category generally includes data that is considered to be "in the public domain." This includes data from general surveys as well as specific surveys and other data collection methods utilized to identify the "results" of F5SMC-funded efforts (e.g. percentage of WIC clients who initiate breast feeding).

This data has been cleaned and reviewed for clarity and reasonable validity. This does not include "draft" data or draft summaries which have not been approved or finalized by the originator.

**Criteria/Conditions for Release of Information:**

In the spirit of cooperating/coordinating with all Persons who are working to improve the health and well being of children and families in the County, these data may be released without specific F5SMC review and approval provided that appropriate measures are taken to ensure client confidentiality AND provided that the methods used to collect the data are reasonably valid and are available for review upon request.

## **Tier 2- Analytic Reports for Public Dissemination, Publication and/or Teaching**

### **Definition:**

This category includes reports that analyze cleaned data and their significance, and which are to be used for public dissemination, publication, or teaching.

### **Criteria/Conditions for Release of Information:**

Reports for public dissemination, publication and/or teaching must (1) acknowledge F5SMC support for the intervention or evaluation effort; and (2) be submitted to F5SMC prior to distribution/publication for approval, feedback and comments. This includes reports which analyze the status of population (results) and/or those which assess the effectiveness of funded interventions.

Client confidentiality must be maintained and methods of data collection utilized must be included or available upon request. Requests for comments/feedback shall be submitted to F5SMC offices. The request shall then go to the full F5SMC for comment and/or approval. The decision whether to grant approval is the Commission's alone and is not subject to a requirement of good cause.

## **Tier 3- Products with Sales or Profit-Producing Potential**

### **Definition:**

This category includes any analyses, Materials or products wholly or partially created or produced with F5SMC support which may be sold or otherwise appropriated. This may include, but is not limited to: manuals, brochures, software programs, CD-ROMs, curricula, and books.

### **Process for Consideration and /or Approval of Product Sale:**

Any Person with a F5SMC-supported product for sale or for profit must submit a request to F5SMC for approval for sale specifying the use of profits prior to its sale. Terms of approval of such requests will be considered on a case by case basis.

Requests shall be submitted to F5SMC offices. The request shall go to the full F5SMC for comment and/or approval. The decision whether to grant approval is the Commission's alone and is not subject to a requirement of good cause.