

**IDAHO DEPARTMENT OF COMMERCE  
2011-12 INTERNATIONAL MARKET ACCESS GRANT  
DISBURSEMENT AGREEMENT**

**I. INTRODUCTION:**

The Idaho Department of Commerce (IDC) is distributing reimbursement funds for the State Trade and Export Promotion Program (STEP) for the purpose of starting or expanding exports from Idaho's companies.

**II. DESCRIPTION OF THE PROJECT:**

This Agreement offers financial assistance for the following project:

- A. Project Title:
- B. Legal Name and Address of Recipient:
- C. Effective Date: Date of signing
- D. End Date: September 30, 2012
- E. Project Financing Under the Terms of the Agreement:

Total Approved Disbursement Amount	Recipient Cash Match Obligation
\$	\$

**III. GENERAL TERMS AND CONDITIONS OF THE AGREEMENT:**

- A. In order to receive monies, the Recipient must agree to comply with all terms and conditions in this Agreement. Acceptance of an award obligates the Recipient to discharge all obligations contained herein.
- B. The IDC may unilaterally terminate or suspend all or part of this Agreement if the Recipient fails to discharge any of the obligations or comply with any of the terms and conditions contained herein, unless IDC determines that a failure to discharge the obligations or comply with the terms and conditions of this Agreement is caused by circumstances totally beyond the control of the Recipient.
- C. Any award to the Recipient shall be used solely to finance the Approved Project, as detailed in the Application Narrative and Line Item Budget that was submitted by the

recipient. Costs identified for the approved project above represent the maximum authorized expenditure by the Recipient for the Approved Project. No portion of any award to Recipient shall be used for any purpose other than for the approved project.

- D. The Recipient may not transfer or assign any portion of this award to any other person, program or entity without the prior express written consent of IDC.
- E. Any unexpended portion of the award remaining at the completion of the Approved Project or of the Agreement period on September 30, 2012 (whichever comes first), shall be unallocated and returned to the main grant fund.
- F. Termination.
1. Termination without Cause: IDC may terminate this Agreement at any time, with or without cause, upon thirty (30) days' notice to the Recipient, specifying the date of termination. Upon termination, pursuant to this section, all obligations of the parties shall cease.
  2. Termination for Cause: Either Party may terminate this Agreement immediately upon written notice if at any time the other Party is in material breach of any warranty, term, condition, covenant or obligation under this Agreement and fails to cure that breach within ten (10) days written notice thereof.
  3. Effect of Termination: Upon termination by IDC, the Recipient shall deliver, or otherwise make available to IDC, all data reports, estimates, summaries and such other information and materials as may have been accumulated by the Recipient in performing the Approved Project.
- G. The Recipient and its employees, agents and contractors shall comply with all applicable local, state or federal laws, statutes or rules.
- H. It is understood and agreed that the IDC is a governmental agency and this Agreement shall in no way be construed so as to bind or obligate the State of Idaho or IDC to financially honor this agreement in the event of program dissolution or reduction in funding on the federal level. The IDC reserves the right to terminate this Agreement without notice if, in its sole judgment, the federal government or Small Business Administration eliminates or reduces funding for this program.
- I. The Recipient specifically understands and agrees that in no event shall any official, officer, employee or agent of the State of Idaho be personally liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Agreement, express or implied.
- J. The waiver of any breach or default of this Agreement shall not be construed as, or deemed to be, a waiver of any subsequent breach or default.

- K. This Agreement shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County, in the State of Idaho, in the event of any dispute with respect to this Agreement.
- L. In the event of a legal proceeding of any kind instituted under this Agreement, or to obtain performance of any kind under this Agreement, the prevailing party shall be awarded such additional sums as the court may judge as reasonable attorneys' fees and to pay all costs and disbursements incurred in such proceeding.
- M. The Recipient shall indemnify, defend and save harmless the State, its officers, agents and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever caused by or arising out of Recipients negligent or wrongful performance, acts or omissions under this Agreement or Recipients failure to comply with any state or federal statute, law, regulation or rule.
- N. The Recipient certifies, by signing this document, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**IV. SPECIFIC TERMS AND CONDITIONS OF AGREEMENT:**

**The Recipient agrees to:**

- A. Provide a one hundred percent (100%) cash match of total state grant funds awarded.
- B. Allow IDC or ISDA to provide guidance on program activities.
- C. Comply with all applicable state, equal employment opportunity and civil rights requirements.
- D. Comply with all proposed budget expenditures, as detailed in Recipient's project proposal and budget worksheet. If the Recipient spends money in a manner not consistent with the proposed budget, IDC will not reimburse the expenditures, unless the expenditures are subsequently authorized in writing by IDC.
- E. Provide all original receipts with requests for reimbursements such as original hotel folios, taxi cab receipts, and airline ticket purchases. Qualifying expenses unaccompanied by receipts showing payment will not be reimbursed.
- F. If funds are being used for international travel, Recipient will comply with the Fly America Act by flying on a US Flag Air Carrier. It is the Recipient's responsibility to become familiar with the narrow exceptions to the act if they intend to use a non-US carrier.
- G. Maintain books, records, receipts and accounting procedures and practices sufficient to support all costs claimed to have been incurred for the performance of the Disbursement

Agreement. Recipient will allow IDC to have access to all financial records related to funds disbursed under this Agreement.

H. Allow IDC to access information regarding the progress of the project as well as outcomes of the research, educational, and promotional activities.

I. **Reporting requirements:**

- a. Recipient will submit a quarterly report detailing progress on project, sales achieved, distributorships established, and other metrics that are established in the Recipients project proposal. Quarterly reports due in the following schedule:
  - i. Q1: January 6<sup>th</sup>, 2012; Q2: March 4<sup>th</sup>, 2012 ; Q3: July 5, 2012; Q4 Final Report: October 3<sup>rd</sup>, 2012.
  - ii. Failure to submit a report within one (1) week of its due date may cause IDC to deny reimbursement of expenditures, require funding be returned to IDC, and/or eliminate recipient from future program eligibility.
  
- b. Recipient agrees to keep all required records for five years after the close of the project.

J. Send all correspondence concerning this Agreement to:

Idaho Department of Commerce  
International Business Division  
Attn: Jake Klossner  
700 W State St  
Boise, ID 83720

**IDC agrees to:**

- A. Disburse reimbursement funds for Approved Project as outlined in the project proposal and budget worksheet Recipient submitted if all requirements outlined in this document have been met by Recipient.
  
- B. Review requests for reimbursement within thirty days of submittal to IDC.
  
- C. IDC will disburse for reimbursement **only if the Recipient is in compliance with the conditions set forth in this agreement** and all original receipts for expenditures have been submitted to IDC.

**V. AGREEMENT PERIOD:**

This Agreement begins with date of final signature below and expires the 30th day of September, 2012.

**VI. ACCEPTANCE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Damien Bard  
Administrator, Idaho Department of Commerce

\_\_\_\_\_  
Date