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STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION OF ECONOMIC DEVELOPMENT  
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2341  
FAX: 603-271-6784  
www.nheconomy.com

October 19, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

*Retroactive  
Sole Source*

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Economic Development, Office of International Commerce to enter into a **RETROACTIVE** and **SOLE SOURCE** contract with Southern New Hampshire University (SNHU), School of Business (VC #177206), Manchester, NH, in the amount of \$75,000 to provide for an International Training Manager for the oversight of training objectives outlined in the State Trade and Export Promotion (STEP) II grant awarded by the US Small Business Administration from November 1, 2012 through September 29, 2013. 100% Federal Funds

Funding is available in account titled, State Trade and Export Promotion (STEP) Grant, as follows and pending budget approval for Fiscal Year 2014 with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

|                                     |                                | <u>FY 2013</u> | <u>FY 2014</u> |
|-------------------------------------|--------------------------------|----------------|----------------|
| 03-35-35-350510-33360000-102-500731 | Contracts for Program Services | \$55,150       | \$19,850       |

**EXPLANATION**

SNHU, through this International Training Manager, will provide support to New Hampshire businesses to operate in the global marketplace, increasing sales, profitability, and ultimately, creating new jobs for New Hampshire's citizens and tax revenues for the State. The manager will also provide relevant and timely training programs on a range of topics affecting New Hampshire businesses, assist 6-8 new-to-export New Hampshire businesses with export business plans, provide access to qualified trainers and speakers with specific expertise, and provide opportunities for New Hampshire businesses to exchange ideas and collaborate on projects.

Approval of this contract as **sole source** is being requested based on existing networks and the level of program specific expertise developed by SNHU over the last five years. We also request **retroactive** approval of this contract from November 1, 2012 to cover services already provided by SNHU for trainings and workshops planned during that time.

The Attorney General's office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,

\_\_\_\_\_  
Christopher S. Way  
Interim Director

Concurred *TM*  
  
\_\_\_\_\_  
George M. Bald  
Commissioner





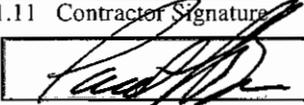
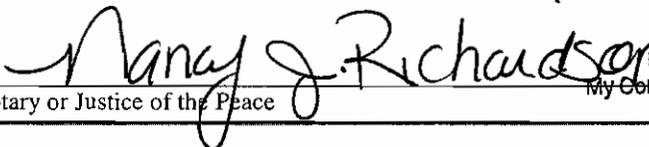
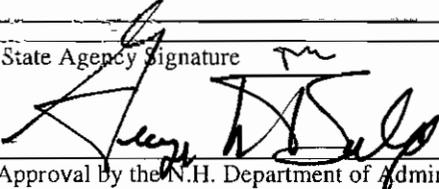
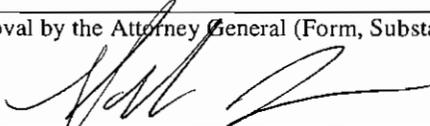
Subject: Office of International Commerce - Global Business Development Training **FORM NUMBER P-37 ( version 1/09)**

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |   |  |  |
|--|---|--|--|
| 1.1 State Agency Name<br><u>Department of Resources and Economic Development</u>   |   | 1.2 State Agency Address<br><u>P.O. Box 1856, Concord, NH 03302</u>                  |  |
| 1.3 Contractor Name<br><u>Southern New Hampshire University</u>  |   | 1.4 Contractor Address<br><u>2500 North River Road, Manchester, NH 03106</u>         |  |
| 1.5 Contractor Phone Number<br><u>(603) 645-9631</u>   | 1.6 Account Number<br><u>03-35-35-351010-3336</u> | 1.7 Completion Date<br><u>September 29, 2013</u>                                     | 1.8 Price Limitation<br><u>\$75,000.00</u> |
| 1.9 Contracting Officer for State Agency<br><u>George M. Bald, Commissioner</u>  |   | 1.10 State Agency Telephone Number<br><u>(603)271-2411</u>                           |  |
| 1.11 Contractor Signature<br>  |   | 1.12 Name and Title of Contractor Signatory<br><u>Dr. Paul J. LeBlanc, President</u> |  |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u><br>On <u>10/29/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. |   |  |  |
| 1.13.1 Signature of Notary Public or Justice of the Peace<br><br>[Seal] <b>NANCY J. RICHARDSON</b><br>Notary Public - New Hampshire<br>My Commission Expires December 14, 2016   |   |  |  |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br><u></u>   |   |  |  |
| 1.14 State Agency Signature<br>   |   | 1.15 Name and Title of State Agency Signatory<br><u>George M. Bald, Commissioner</u> |  |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: <u>Mia</u> Director, On:  |   |  |  |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By:  On: <u>10/29/12</u>   |   |  |  |
| 1.18 Approval by the Governor and Executive Council<br>By: On:   |   |  |  |

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

DEPT OF JUSTICE  
STATE OF NH

Contractor Initials                       
Date 10/2/12

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

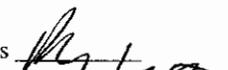
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials   
Date 10/2/78

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Handwritten signature and date in black ink. The signature is written over the line for Contractor Initials, and the date "10/21/12" is written over the line for Date.

**State of New Hampshire  
Department of Resources and Economic Development  
Division of Economic Development  
Office of International Commerce**

**GLOBAL BUSINESS DEVELOPMENT TRAINING**

**EXHIBIT A**

**OBJECTIVE**

The purpose of this contract is to enter into a relationship between the Office of International Commerce (OIC) and Southern New Hampshire University (SNHU) to provide global business development training and events. The goal of these services is to provide New Hampshire businesses with the support they need to operate in the global marketplace to increase sales, profitability, and ultimately, create new jobs for New Hampshire's citizens and tax revenues for the State.

**SCOPE OF WORK**

SNHU will offer global business development training programs and events, and engage in specialized one-on-one counseling, under the umbrella of the OIC.

The international training program deliverables will be decided up front with the input by OIC and SNHU. There will be flexibility in changing the training event schedule or adding new training.

The one-on-one specialized international business programs will be used upon request by the New Hampshire business community and authorized by the OIC.

The OIC will be involved in initial planning discussions regarding the international training program, but will have minimal involvement in the actual implementation of the international training programs, unless asked to speak or suggest potential speakers. In addition, both organizations are urged to participate at the events by providing promotional materials, introducing speakers when appropriate, and making remarks on behalf of their organizations.

SNHU and OIC will be given visible credit on all brochures and marketing material as co-sponsors for the training events. In addition, all materials must include the following statement: "Sponsored by the Office of International Commerce, Division of Economic Development through the State Trade and Export Promotion (STEP) grant".

SNHU will manage the International Training Manager for 100% time to coordinate the delivery of both the international training programs, and the specialized one-on-one international business education. The International Training Manager will be housed at the OIC, but will report to Dr. Massood Samii at SNHU. On-going coordination will take place between the International Training Manager and the Program Manager of OIC, Tina Kasim. Monthly progress reports will be prepared by the International Training Manager and submitted to SNHU and OIC.

SNHU may charge a participant registration fee to cover any additional costs associated with delivering training services. These fees will be accounted for by SNHU and will be reported to OIC quarterly. If at any point revenue exceeds expenditures, the funds will be expended by mutual agreement by SNHU and OIC for activities associated with the international training program.

The SNHU International Training Manager will be asked to participate in and/or represent the OIC at events when appropriate, and will participate in OIC staff meetings.

Any personnel action, which affects the performance of this program, will require approval of OIC and SNHU, including but not limited to performance evaluations.

Any equipment purchases made with OIC contract funds will remain the property of the Department of Resources and Economic Development.

The following is a detailed outline of the proposed global business development training program and one-on-one specialized business counseling. It is to be used as a general model. The following are a few assumptions that are required for such a model to work.

- A receptionist will be available to field calls and visitors for the International Training Manager. This person will answer all general questions about the OIC and pass only relevant calls to the International Training Manager.
- Office space is contributed for the SNHU International Training Manager. The office space will be jointly equipped and maintained by the SNHU and OIC with the basic storage space for supplies, etc.
- The International Training Manager has the direct responsibility for the development and organization of the international training program that will include seminars/conferences on topics related to exporting, international trade, and global business development. The International Training Manager will schedule the events and speakers, manage the budget, identify corporate and government sponsors, coordinate public relations and marketing efforts, design the brochures, and promote the conferences through articles, newsletters, press releases, and marketing brochures.
- The International Training Manager will assist the OIC in hosting foreign delegations.
- The Program Manager for the OIC will assign New Hampshire small businesses with specific needs that require individual assistance to the International Training Manager. The individual assistance will include services such as:
  - Research and identify New Hampshire businesses whose products and services represent good potential for expansion into world markets.
  - Evaluate and analyze business potential and suitability of small business entities for expansion into international markets.
  - Train businesses in how to initiate an international presence and facilitate entry into overseas markets.
  - Perform international market research for specific industries and for individual New Hampshire business clients. Analyze the data collected to determine the top three target markets overseas representing best potential for specific industry and or individual company.
  - Develop and implement specific strategies to include distinct relationships with foreign countries, government officials, and private sector groups, etc. to promote New Hampshire and create and expand on trade and investment opportunities.
  - Assist companies with specific issues pertaining to export development, and counsel on translation issues, immigration issues, cross cultural issues, protocol and etiquette and international marketing.

The International Training Manager will work closely with New Hampshire businesses, private sector groups, non-profit organizations, New Hampshire Congressional Delegation, other state agencies and department/divisions, federal agencies, the media, etc. to maintain on-going network of communication and ensure maximum impact of program objectives.

The International Training Manager will include all details and results of such assistance in the monthly progress reports and will send these to both SNHU and OIC.

SNHU will not charge overhead.

SNHU agrees to provide additional resources such as in-depth research, interns, coop grant situations, involvement in additional training and educational programs, involvement in activities of the SNHU International Institute for Business, etc. to the extent that it is mutually beneficial to both OIC and SNHU.

The Department of Resources and Economic Development will appoint a Contract Administrator to oversee the terms and the conditions of this contract and so shall act as the liaison with SNHU regarding contractual and financial affairs. The person so designated is: Tina Kasim.

The Project Director for the SNHU is Dr. Massood Samii, who is responsible for all project management.

The Program Manager for the OIC is Tina Kasim, who is responsible for all policy and programmatic aspects of this Contract.

## INTERNATIONAL TRAINING PROGRAM FOR FISCAL YEARS 2013 and 2014

Total scheduled events: 15

### **Introduction to Exporting**

An introductory seminar providing an overview of the basics of exporting, and available resources through the OIC and other organizations.

### **Automated Export Systems (AES)**

A session to assist businesses with AES, the Shippers Export Documentation (SED) by providing an overview of what it is and who is required to file. The seminar will provide a step-by-step guidance on how to file with AES Direct.

### **International Finance Tools**

Conducted in partnership with a leading financial institution and the Small Business Authority (SBA), will provide guidance for obtaining export working capital loans, securing overseas payments, financing activities that allow a business to expand its global presence, and effective payment options to offer international clients.

### **Export Documentation (2 per year)**

A seminar with focus on the documents needed to export and the proper procedures for completion.

### **Incoterms**

A seminar to examine international commerce terms, also known as Incoterms, their definitions, how each is applied and the options best for New Hampshire businesses.

### **Chemical and Electrical Compliance Issues**

A seminar that will address Waste Electrical and Electronic Equipment Directive (WEEE) and the Registration of Hazardous Substances Directive (RoHS), and REACH (Registration, Evaluation, Authorization and Restrictions of Chemicals) as well as other chemical and electrical compliance concerns.

### **NAFTA and other Free Trade Agreements**

A session that will talk about the different free trade agreements that are currently in effect, including certificate of origin requirements.

### **International Traffic in Arms Regulations (ITAR) Licensing Issues (2 per year)**

An introductory seminar addressing the ITAR process, how it is governed and by which agency, what products fall under these regulations, how applicability is determined to products, how to obtain a license, documentation, penalties and any other requirements necessary for ITAR.

### **Export Administration Regulations (EAR) (2 per year)**

An introductory seminar will review the requirements that fall under EAR, such as licensing, how to navigate the Commerce Control List (CCL), how to properly classify a product and receive information on updates and new regulations.

### **Country/Market Specific Roundtables (3 per year)**

A session with focus on growing markets with most potential for New Hampshire businesses. Sessions will include cultural and business information. One of these country specific roundtables will be dedicated to OIC's Trade Days.

**EXHIBIT B**

Payments shall be made by the Department of Resources and Economic Development (DRED) on a monthly basis within 30 days from the date of receipt of an approved invoice submitted by SNHU. Such invoice will clearly delineate all program expenditures to date.

SNHU will mail all invoices to:

Dianne O'Neil  
DRED - Division of Economic Development  
PO Box 1856  
Concord, NH 03302-1856

Budget modifications may be made up to 10% of the total contract by the SNHU. Modifications over 10% may be made through mutual agreement between the SNHU and OIC.

Itemized Budget 11/1/12-9/29/13

Personnel: The funding listed below for the two (2) positions are only reflective of budget allocations. Actual salaries and benefits are to be determined by SNHU and their employees.

International Training Manager

|                           |          |
|---------------------------|----------|
| Salary (fulltime)         | \$48,088 |
| Employee Benefits (45.8%) | \$22,024 |

SNHU Program Assistant Contribution

\$ 4,000

|                 |          |
|-----------------|----------|
| Total Personnel | \$74,112 |
|-----------------|----------|

|               |        |
|---------------|--------|
| Miscellaneous | \$ 888 |
|---------------|--------|

|                   |                 |
|-------------------|-----------------|
| <u>TOTAL DRED</u> | <u>\$75,000</u> |
|-------------------|-----------------|

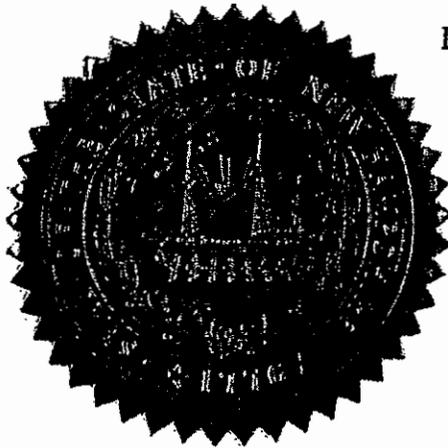
**EXHIBIT C**

There are no special provisions to this contract.

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE UNIVERSITY is a New Hampshire nonprofit corporation formed August 21, 1968. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3<sup>rd</sup> day of May A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**Certificate of Authority**

The undersigned officer certifies that as of 4/26/12, the following resolution is duly authorized by the Board of Trustees of Southern New Hampshire University:

RESOLUTION:

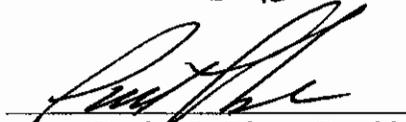
That Paul J. LeBlanc, President, William McGarry, Vice President, or any one of them acting singly, be, and hereby are, authorized to enter into and sign contracts and grant agreements with the State of New Hampshire and the Department of Education, Postsecondary Education Commission, and any and all other agencies of the State of New Hampshire.

I further certify that Paul J. LeBlanc is President of Southern New Hampshire University and William McGarry is Vice President/Treasurer of Southern New Hampshire University.

The above vote has not been rescinded or amended and remains in full force and effect.

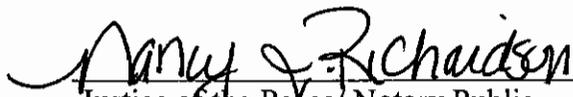
In witness whereof, I, Paul J. LeBlanc, being duly constituted President of Southern New Hampshire University and Offer of the Board of Trustees of Southern New Hampshire University, have hereunto set my hand and seal this 2<sup>nd</sup> day of ~~September~~ October, 2012.

10/2/12  
Date

  
Paul J. LeBlanc, President

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH COUNTY

Subscribed and sworn to before me on the 2<sup>nd</sup> day of ~~September~~ October, 2012.

  
Justice of the Peace/ Notary Public  
My Commission Expires:

NANCY J. RICHARDSON  
Notary Public - New Hampshire  
My Commission Expires December 14, 2016





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/28/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |                                      |
|--|---|--------------------------------------|
| <b>PRODUCER</b><br>Fred C. Church, Inc.<br>2 International Drive Suite 110<br>Portsmouth, NH 03801<br>(800) 225-1865 | <b>CONTACT NAME:</b> Claire Bolduc, CIC, AAI, CISR, CSRM                        |                                      |
|  | <b>PHONE (A/C, No. Ext):</b> 978 3227168  | <b>FAX (A/C, No):</b> (978) 454-1865 |
|  | <b>E-MAIL ADDRESS:</b> cbolduc@fredchurch.com                                   |                                      |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                                      |
|  | <b>INSURER A:</b> Charter Oak Fire Ins. Co.                                     | NAIC # 25615                         |
|  | <b>INSURER B:</b> United Educators Insurance, a Reciprocal Risk Retention Group |                                      |
|  | <b>INSURER C:</b> Travelers Indemnity Company of Connecticut                    | NAIC # 25682                         |
|  | <b>INSURER D:</b>   |                                      |
|  | <b>INSURER E:</b>   |                                      |
|  | <b>INSURER F:</b>   |                                      |

**INSURED**  
 Southern New Hampshire University  
 2500 North River Road  
 Manchester, NH 03106

**COVERAGES**      **CERTIFICATE NUMBER:** 22211      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD  | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|---|------------------|-------------------------|-------------------------|---|
| B        | <b>GENERAL LIABILITY</b>   |           |   | GGL201200220900  | 7/1/2012                | 7/1/2013                | EACH OCCURRENCE \$ 1,000,000  |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                     |           | X   |                  |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000                        |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                       |           |   |                  |                         |                         | MED EXP (Any one person) \$ 5,000   |
|          |  |           |   |                  |                         |                         | PERSONAL & ADV INJURY \$  |
|          |  |           |   |                  |                         |                         | GENERAL AGGREGATE \$ 3,000,000  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |           |   |                  |                         |                         | PRODUCTS - COMP/OP AGG \$   |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC       |           |   |                  |                         |                         | \$  |
| A        | <b>AUTOMOBILE LIABILITY</b>  |           |   | 810717K5266COF12 | 7/1/2012                | 7/1/2013                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                              |
|          | <input checked="" type="checkbox"/> ANY AUTO   |           |   |                  |                         |                         | BODILY INJURY (Per person) \$   |
|          | <input type="checkbox"/> ALL OWNED AUTOS   |           | <input type="checkbox"/> SCHEDULED AUTOS                |                  |                         |                         | BODILY INJURY (Per accident) \$   |
|          | <input type="checkbox"/> HIRED AUTOS   |           | <input type="checkbox"/> NON-OWNED AUTOS                |                  |                         |                         | PROPERTY DAMAGE (Per accident) \$   |
|          |  |           |   |                  |                         |                         | \$  |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB  |           |   | GLU201200220900  | 7/1/2012                | 7/1/2013                | EACH OCCURRENCE \$ 25,000,000   |
|          | <input type="checkbox"/> EXCESS LIAB   |           | <input checked="" type="checkbox"/> CLAIMS-MADE         |                  |                         |                         | AGGREGATE \$ 25,000,000   |
|          | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 Except 1        |           |   |                  |                         |                         | \$  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   |           |   | YKUB7:7KS242:2   | 7/1/2012                | 7/1/2013                | WC STATU-TORY LIMITS  |
|          | <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) |           | <input type="checkbox"/> Y / <input type="checkbox"/> N |                  |                         |                         | OTHER   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A   |                  |                         |                         | E.L. EACH ACCIDENT \$ 500,000   |
|          |  |           |   |                  |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 500,000   |
|          |  |           |   |                  |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 500,000  |
| B        | Professional Liability   |           |   | ELS201200220900  | 7/1/2012                | 7/1/2013                | Educators Legal Liability \$5,000,000 Each Claim/\$5,000,000 Annual Aggregate |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Certificate holder is named as an additional insured on the General Liability Policy.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>Department of Resource & Economic Development<br>Attn: Leanne Lavoie<br>P.O. Box 1856, 172 Pembroke Road<br>Concord, NH 03301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | <b>AUTHORIZED REPRESENTATIVE</b><br>  |

RECEIVED

JUL 17 2012

D.R.E.D.