



GRANT AGREEMENT
Credential Training Program

This grant agreement ("Agreement") is entered into by and between the Department of Economic Development, Missouri One Start Division, a division in an executive branch agency of the State of Missouri ("DED"), and Grantee (together with DED a "Party" or collectively the "Parties").

1. IDENTIFYING INFORMATION

A field with an asterisk (\*) is a defined term in this Agreement.

Table with 2 columns and 3 rows. Row 1: GRANTEE\* (legal name, not doing business as name) | TYPE OF ENTITY (e.g., corporation, limited liability company, partnership). Row 2: [Greyed out] | STATE OF ORGANIZATION FOR TYPE OF ENTITY. Row 3: NOTICE TO GRANTEE\* (Attn, Title, Street address, City, MO Zip, Phone, Email) | NOTICE TO DED\* (Department of Economic Development, Attn: Kristie Davis, Missouri One Start, Mail: PO Box 478, Jefferson City, MO 65102, Physical: 301 W. High Street, Suite 720, Jefferson City, MO 65101, Phone: 573-526-9239, Email: Kristie.Davis@ded.mo.gov).

2. RECITALS

- 2.1. The Credential Training Program ("the Program") is established by § 620.2500 RSMo.
2.2. The Missouri General Assembly appropriated, and the Governor approved, three million dollars for the Program for State fiscal year 2025 (July 1, 2024 – June 30, 2025) (House Bill 2007, § 7.110, 2024).
2.3. Missouri One Start is the division of DED primarily responsible for workforce

development and job-specific training and is responsible for administering the Program.

- 2.4. DED issued guidelines for the Program ("Program Guidelines") which are available via <https://bit.ly/CPTGuidelines>.
- 2.5. Grantee completed and submitted to DED an application for a grant, including required documentation as set forth in the Program Guidelines ("Application").
- 2.6. Grantee completed and submitted to DED a signed and notarized copy of this Agreement.
- 2.7. If DED countersigns this Agreement and issues a Preliminary Award Letter, DED has approved Grantee's Application for a grant under the Program.
- 2.8. In the event DED approves Grantee's Application, the Parties wish to set forth their mutual expectations and obligations with respect to DED's Grant to Grantee, and agree as follows:

### **3. DEFINITIONS**

- 3.1. As used in this Agreement, capitalized terms have the meanings set forth in the introductory clause, section 1 (terms followed by an asterisk), section 2 of this Agreement, the Program Guidelines, and as follows:
  - (a) "Preliminary Award Letter" means a letter or other notice from DED notifying Grantee that it has been determined to be eligible for a grant, and setting forth the amount of the grant, which shall in no case exceed the lesser of \$2,000 per employee or prospective employee who obtains Upskill Credentials or \$30,000 in total (multiple employees or prospective employees).
  - (b) "Grant" means any Program Funds made available by DED to the Grantee pursuant to the Program and in response to the Grantee's Application. The Grant amount will be calculated by DED according to the method set forth in the Program Guidelines. If the amount calculated by DED is greater than the amount of Program Funds available, DED will award the amount of Program Funds remaining available.
  - (c) "Program Funds" means the funds for this Program from the State's Upskill Credential Training Fund as appropriated by the General Assembly and approved by the Governor.
  - (d) "RSMo" means the Revised Statutes of Missouri.

### **4. THE CONTRACT DOCUMENTS**

- 4.1. The contract between the Parties shall consist of:
  - (a) This Agreement;
  - (b) The Program Guidelines, incorporated by reference as if attached to or fully set forth in this Agreement;
  - (c) Grantee's Application and all accompanying documents, incorporated by reference as if attached to or fully set forth in this Agreement; and

- (d) Any Preliminary Award Letter from DED to Grantee.

**5. GRANTEE'S REPRESENTATIONS**

- 5.1. Grantee represents the following regarding its Application:
  - (a) Grantee understands that its Application and the information contained in it are material representations of fact upon which DED is relying in making this grant. If it is later determined by DED that the Grantee knowingly provided inaccurate information or knowingly omitted material information in its Application, in addition to other remedies available, DED may terminate the grant awarded based on Grantee's Application for cause or default.
  - (b) Grantee reviewed the Application and certifies, to the best of its knowledge and belief, that the information in the Application was accurate and complete as of the date submitted to DED and remains accurate and complete as of the date Grantee's authorized representative signs this Agreement.
  - (c) Grantee understands that, in addition to the consequences set forth in section 5.1 (a) of this Agreement, there may be state criminal, civil, or administrative penalties for false statements in the Application.
- 5.2. Grantee makes the following additional representations, which DED has and will rely upon:
  - (a) Grantee is an eligible applicant pursuant to the Program Guidelines.
  - (b) Grantee agrees to only seek payment under this Program and Agreement to be reimbursed for funds expended for Eligible Training Costs.
  - (c) Grantee authorizes DED to verify the information in its Application from any source, including, but not limited to, other Missouri state agencies.
  - (d) Grantee is not a named party in any pending or threatened liens or litigation that would materially impact Grantee's viability.
  - (e) Grantee has not announced its intention to file for bankruptcy and is not currently in a bankruptcy proceeding.
  - (f) Grantee is not delinquent with respect to any non-protested Missouri state taxes.
  - (g) Grantee; Grantee's owners, principals, and executives; and anyone else identified by Grantee in its Application have not committed a felony, are not currently charged with commission of a felony, and are not currently on parole or probation for a felony conviction, except as disclosed to DED in its Application.
  - (h) Grantee hereby affirms that it has read and understands the Program Guidelines.

**6. REIMBURSEMENT FROM PROGRAM FUNDS**

- 6.1. Grantee hereby agrees to the requirements regarding documentation for

reimbursement as set forth in the Program Guidelines, Appendix B.

- 6.2. Grantee understands that Grantee will not be eligible for any Program Funds if it does not provide DED with the required documentation to DED's satisfaction.
- 6.3. Grantee agrees that it will only seek disbursement from DED for reimbursement of Grantee's expenses which are Eligible Training Costs and are incurred to provide Upskill Credentials to its employees or prospective employees.
- 6.4. Upon receipt of the reimbursement request and documents by DED, and subject to availability of funds as set forth in Section 10.4 in this Agreement, DED will disburse Program Funds to Grantee to reimburse Grantee for Eligible Training Costs authorized by DED in the Preliminary Award Letter.
- 6.5. Program Funds disbursed to Grantee under this Agreement shall not exceed the Grant Amount in the Preliminary Award Letter.
- 6.6. Program Funds disbursed to Grantee under this Agreement shall not exceed the lesser of \$2,000 per employee or prospective employee or \$30,000 in total (multiple employees or prospective employees).
- 6.7. Grantee agrees that any amounts paid to it by DED in excess of the actual amounts paid by Grantee for Eligible Training Costs authorized by DED in the Preliminary Award Letter, shall, regardless of the circumstances, be considered erroneously paid by DED and promptly repaid by Grantee to DED.

## **7. RECORD RETENTION AND ACCESS**

- 7.1. Grantee must establish and maintain records, including financial documents, sufficient to enable DED to determine whether Grantee has complied with the terms of this Agreement, and to assist DED in meeting its recordkeeping requirements. Such records may include, but are not limited to:
  - (a) Records documenting the award of the Upskill Credentials to Grantee's Employees.
  - (b) Records documenting the cost of the training of Grantee's Employees necessary for the award of the Upskill Credentials, and records documenting that those costs were paid by Grantee.
  - (c) Records documenting that Grantee's Employees receiving upskill training were residents of the State of Missouri, with verifiable Missouri addresses, at the time they received the training.
- 7.2. Grantee must retain all of its records relating to this Agreement, including supporting documentation, for five (5) years from the date upon which the Director of DED signed this Agreement.
- 7.3. Grantee must give the State, DED, the Missouri State Auditor, and their authorized representatives, access to any records (electronic and otherwise) of Grantee related to this Agreement in order to conduct

inspections, audits, or other investigations. Grantee must also give timely and reasonable access to its personnel for the purpose of interview and discussion related to such records.

## **8. TERMINATION**

- 8.1. This Agreement shall terminate 60 days after DED grants Grantee reimbursement pursuant to Section 620.2500.6(4), RSMo.
- 8.2. Upon termination, sections 1, 2, 3, 4, 7, and 9 of this Agreement shall survive and continue in force.

## **9. DEFAULT AND REMEDIES**

- 9.1. Grantee's knowing misrepresentation of a material fact to DED, whether in Grantee's Application, this Agreement, or in any communication or document in connection with the Program, is a default event, in which case DED may cancel this Agreement, and Grantee shall have no right or claim to the Grant and shall forfeit and repay the Program Funds received by Grantee under this Agreement.
  - (a) For the purposes of this section, "knowing" means Grantee's shareholders, directors, officers, and other employees know or should have known, after reasonable investigation.
- 9.2. Grantee's failure to comply with the terms of this Agreement is a default event, in which case DED may take one or more of the following actions:
  - (a) Wholly or partially suspend or terminate this Agreement;
  - (b) Require Grantee to return to DED any Program Funds used for ineligible expenses; and
  - (c) Such other remedies as may be legally available.

## **10. STANDARD TERMS**

- 10.1. **State Laws and Regulations.** This Agreement is subject to the laws and regulations of the State of Missouri. Grantee must comply with all applicable requirements of all Missouri laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.
- 10.2. **Grantee Status.** Grantee shall not represent Grantee or Grantee's employees to be employees of DED or the State.
- 10.3. **Authorized Employees.** Grantee understands that this Program is covered by § 285.530 RSMo, which requires, as a condition for a grant more than \$5,000 or more to a business entity (as defined in § 285.525(1) RSMo) that has at least one employee, that the business entity provide a sworn affidavit regarding employment of unauthorized aliens (§ 285.525(10) RSMo) and participation in a federal work authorization program (§ 285.525(6) RSMo), which currently is the E-Verify program.
  - (a) Grantee does not and will not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State

of Missouri in connection with the Grant.

- (b) If Grantee is applying for a Program grant that may be greater than \$5,000, Grantee affirms that it is enrolled in, and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment who are proposed to work in connection with Grantee's activities to be funded by the Grant, until this Agreement is terminated pursuant to section 8 of this Agreement.
- (c) If applicable, Grantee submitted its E-Verify Memorandum of Understanding as part of its Application.

**10.4. Funds Availability.** Funding for this Agreement must be appropriated by the Missouri General Assembly and approved by the Governor for each fiscal year in which Grantee requests a Grant. Therefore, this Agreement shall not be binding upon DED for any period in which funds have not been appropriated or approved, and DED shall not be liable for any damages or costs, including attorney's fees, associated with cancellation caused by such unavailability of funds.

**10.5. Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and addressed as set forth in Notice to Grantee and Notice to DED in section 1 of this Agreement.

- (a) Notwithstanding section 10.6 of this Agreement to the contrary, DED and Grantee may from time to time designate, unilaterally and by written notice given under this section to the other, additional or substitute contact information.
- (b) All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation of receipt, whichever occurs first.

**10.6. Amendments.** This Agreement may be amended, supplemented, reduced, or superseded only by a writing executed by the Parties.

**10.7. Interpretation.** In this Agreement, unless the context otherwise reasonably requires:

- (a) Headings are for reference purposes only and shall not alter the interpretation of this Agreement;
- (b) Words importing the singular may include the plural and vice versa, as reasonably required by context;
- (c) References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time;
- (d) References to a statute, regulation, or executive order means such statute, regulation, or executive order as amended from time to time; and
- (e) References to a Party to this Agreement include that Party's legal successors (including but not limited to executors and administrators) and permitted assigns.

- 10.8. Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri.
- 10.9. Consent to Jurisdiction.** Any legal action or proceeding with respect to this Agreement shall be brought in the Circuit Court of the State of Missouri in Cole County, Missouri, and by signing and delivering this Agreement to DED, Grantee hereby voluntarily and irrevocably accepts, generally and unconditionally, to the personal jurisdiction of the aforesaid Court.
- 10.10. No Assignment.** Grantee shall not assign, including by merger (if Grantee is the disappearing entity), consolidation, dissolution, or operation of law, any of its rights or obligations under this Agreement, except with the prior written consent of DED. Any purported transfer in violation of this section will be void.
- 10.11. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns.
- 10.12. No Third-Party Beneficiaries.** This Agreement does not contemplate any third-party beneficiaries, nor shall it be construed to create any legal right nor authorize a cause of action by any person who is not a Party.
- 10.13. Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.
- 10.14. Legal Capacity.** The signatories to this Agreement on behalf of the Parties represent that they have full capacity and authorization to sign this Agreement and bind their respective Parties.
- 10.15. No Violation of other Contracts.** The signing, delivery, and performance of this Agreement by Grantee will not violate, conflict with, require consent under, or result in any breach or default under the provisions of any material contract or agreement to which Grantee is a party.
- 10.16. Licenses, Permits, and Approvals.** Grantee has obtained, or is capable of obtaining, all material licenses, authorizations, approvals, consents, or permits required by applicable laws to conduct its business generally and to perform its obligations under this Agreement.
- 10.17. Counterparts.** This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.18. Electronic Signatures.** The Parties agree that electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and have the same force and effect as a wet signature. Delivery of a copy of this Agreement or any other document contemplated by this Agreement bearing a wet or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing a wet or electronic signature.

**10.19. Electronic Documents.** Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

**11.**

**ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

*[The remainder of this page is intentionally blank.]*



**Department of Economic Development  
Missouri One Start Division**

By:

\_\_\_\_\_  
Kristie Davis, Director

\_\_\_\_\_  
Date signed

**Grantee**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name of Signer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Type or Print Name of Grantee

State of \_\_\_\_\_ )

) ss.

County/City of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ [name of Grantee's authorized representative], \_\_\_\_\_ [authorized representative's title or office] of \_\_\_\_\_ [name of Grantee], proved to me through identification documents or personally known to me to be the person who signed this document in my presence, and acknowledged to me that such person signed it voluntarily for its stated purpose on behalf of the entity.

[Affix Notary Seal]

\_\_\_\_\_  
Notary Public