INDIANA ECONOMIC DEVELOPMENT CORPORATION
SKILLS ENHANCEMENT GRANT FUND
AGREEMENT

(REV: 12/08)

TFP GRANT I.D.:
BIRT GRANT I.D.: B-09-4314
SEF - 1572

This AGREEMENT entered into by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (hereinafter referred to as the "State" or "Grantor") and **United Technologies Electronic Controls, Inc.** (hereinafter referred to as the "Grantee"), is executed pursuant to the terms and conditions set forth herein and shall be dated as of the date of execution by the last signatory hereto. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to enable the State to make a grant to the Grantee named above from the State of Indiana's Training 2000 Program and Fund, Skills Enhancement Fund (SEF) Allocation of **One Hundred Eighty Two Thousand Five Hundred Dollars and No Cents ($182,500.00)**, for eligible costs of the training project described in Exhibits A and B of this Agreement (the "Project"), both of which exhibits are attached hereto and hereby incorporated herein by reference. The grant shall be used exclusively in accordance with the provisions contained in this Agreement and in Indiana Code § 5–28–7 establishing the SEF Fund, as well as any rules adopted thereunder and no other purpose.

2. TERM OF AGREEMENT:

This Agreement shall be undertaken from **November 1, 2009** (the "Beginning Date") until **November 1, 2011** unless sooner terminated as described in this Agreement (the "Expiration Date"). Unless this Agreement is extended, no payments shall be made for training done or services performed after the Expiration Date. The Grantee shall have sixty (60) days from the Expiration Date to submit the final claim and all final paperwork. The Grantee may request in writing that this Agreement be extended for a maximum of ninety (90) days; such request must be submitted in writing before the Expiration Date and may be approved and executed by a duly authorized representative of the Grantor, pursuant to Paragraph 20 of this Agreement. If approved and executed, the written request shall be attached to this Agreement as an addendum.

3. DEVELOPMENT AND IMPLEMENTATION OF TRAINING:

The Grantee shall be solely responsible for the development and implementation of the Project as described in Exhibit A. Although not expressly attached to this Agreement, the Grantee agrees to complete said Project in accordance with the plans and specifications contained in its application. Modification of its application shall require prior written approval of the State.

4. MONITORING BY THE STATE:

(A.) The Grantee shall submit to the Grantor on a calendar quarterly basis, a Quarterly Progress Report, the form of which will be provided by the Grantor. These reports must detail progress made towards completing the Project including, but not limited to, meeting the job creation, job training, and investment goals by the Grantee described in Exhibit A of this Agreement.

(B.) The Quarterly Progress Report must be submitted for the duration of this Agreement and until the job creation, job training and investment goals have been met and all required documentation has been submitted to the Grantor. The Grantee has until **November 1, 2011** (the "Goal Date") to meet the job creation, job training and investment goals set forth in Exhibit A of this Agreement.

(C.) Should the Grantee fail to meet the job creation, job training and investment goals by the Goal Date, the Grantee shall provide the Grantor within thirty (30) days of the Goal Date a written justification detailing why said goals were not met by the Goal Date.

(D.) In the event that such Quarterly Progress Reports are not submitted within the time frame allotted or Grantee fails to produce the evidence required by the Grantor under this Paragraph 4, the Grantee shall be deemed to be in material breach of this Agreement and the Grantor may, among its other remedies under this Agreement, withhold authorization for any payment request of the grant funds until such time as the deficiency is corrected. Grantee agrees that all new job creation must be with Indiana residents to be eligible for these grant dollars.

(E.) The State will periodically carry out the Monitoring Review (as defined herein), including an evaluation of activities, as deemed appropriate. The Grantee shall effectively ensure the cooperation of the Grantee's employees in such monitoring and evaluation efforts and shall produce all documentation reasonably requested by the Grantor evidencing the training performed. The Grantee will take all actions necessary to correct or cure any findings identified by the State during its monitoring and evaluation.

(F.) After completion of the Project and before the final payment of up to **Forty Five Thousand Six Hundred Twenty Five Dollars and No Cents ($45,625.00)** or twenty-five percent (25%) of the total grant funds can be paid to the Grantee, the Grantor will conduct a monitoring review of the Project (the "Monitoring Review"). The Monitoring Review will document the following:

(1.) Whether grant funds and company matching funds allocated for the training were expended for eligible activities;

(2.) A complete, detailed analysis of actual grant funds and total company funds expended to-date on the Project; and conformity with the amounts as set forth in Exhibit B of this Agreement.

(3.) A detailed listing of all training costs by Budget line items which are accrued yet unpaid, if any;

(4.) A written evaluation as to the Grantee's timely progress in Project management, financial management and control systems, procurement systems and methods, and performance relative to the timely submission of Quarterly Progress Reports.

(G.) If Grant funds are disbursed and the Grant is terminated by either party prior to the Expiration Date set forth in Paragraph 2 of this Agreement, the State may elect to conduct an on-site Monitoring Review of the Project as described in Paragraphs 4 and 5 of this Agreement.

5. PAYMENT OF GRANT FUNDS BY THE STATE:

The payment of this Grant by the State to the Grantee shall be made in accordance with the following schedule and conditions:

(A.) This Agreement must be fully executed.

(B.) All payments will be made in arrears only upon presentation of approved and signed State of Indiana Claim Vouchers. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of the grant, company-matching, and other funds by Budget line items as set forth in Exhibit B.

(C.) The Grantor may require the Grantee to produce satisfactory evidence, in the sole opinion of the Grantor, that substantial progress has been made toward completion of the Project and that the conditions set forth in subparagraph (F) have been met, prior to making a payment under this Agreement. All payments are subject to the Grantor's determination that Grantee's performance conforms to the Project as approved and described in Exhibit A, notwithstanding any other provision of this Agreement to the contrary.

(D.) As stated in Paragraph 4 of this Agreement, all Quarterly Progress Reports must be submitted in the time frame allotted. In the event the Quarterly Progress Reports are not submitted in the time frame allotted, the Grantor may withhold authorization for any payment request until such time as the deficiency is corrected.

(E.) Should travel be reimbursed, it will be in accordance with the State Travel Policies and Guidelines as specified in the State's most current Financial Management Circular (the "Circular"), which is hereby incorporated herein by reference but which may be amended from time to time. For convenience purposes only, a non-inclusive summary of the Circular's reimbursement guidelines in effect as of the date of this Agreement may be found at Exhibit C, which exhibit is attached hereto and incorporated herein by reference.

(F.) The Grantor shall make funds available according to the following reimbursement schedule:

(1.) Of the total SEF grant funds, a total of **$182,500.00** has been allocated for the training of **522** Indiana residents in existing positions. Grant funds for the training of existing positions will be as follows:

(a.) The first claim in the amount of up to **$45,625.00** (twenty-five percent (25%) of the allocated existing position grant funds) will be available for training **130** or twenty-five percent (25%) of the existing position training goal as described in Exhibit A of this Agreement, and the submission of claims in the amount of **$91,250.00**.

(b.) The second claim in the amount of **$45,625.00** (twenty-five percent (25%) of the allocated existing position grant funds) will be available for training current Indiana employees upon achieving **261** or fifty percent (50%) of the existing position training goal and **$1,250,000.00** or fifty percent (50%) of the investment goal as described in Exhibit A of this Agreement, and the submission of additional claims in the amount of **$91,250.00**.

(c.) The third claim in the amount of **$45,625.00** (twenty-five percent (25%) of the allocated existing position grant funds) will be available for training current Indiana employees upon achieving **391** or seventy-five percent (75%) of the existing position training goal and **$1,875,000.00** or seventy five percent (75%) of the investment goal as described in Exhibit A of this Agreement, and the submission of additional claims in the amount of **$91,250.00**.

(d.) The Grantor shall retain the final twenty-five percent (25%) or **$45,625.00** of the allocated existing position training grant funds until the Grantee achieves the following:

(1.) **522** or one hundred percent (100%) of the existing position training goal;

(2.) **$2,500,000.00** or one hundred percent (100%) of the investment goal as described in Exhibit A of this Agreement;

(3.) The submission of additional claims in the amount of **$91,250.00**;

(4.) The submission of total training budget expenditures as referenced in the training application that equals approximately **$650,000.00**

(5.) The completion of a final Monitoring Review, as stated in Paragraph 4 of this Agreement.

Should the Grantee fail to meet one hundred percent (100%) of the goals as described in Exhibit A of this Agreement by the Expiration Date, then any further payment of grant funds may be reduced on a pro-rata basis and the remaining funds be deobligated by the Grantor. The State may further impose sanctions against the Grantee in accordance with Paragraph 5(I) including, but not limited to, the termination of the remainder of this Agreement under Paragraph 21.

(G.) In accordance with the reimbursement schedule in Paragraph 5(F), the following reports must be received by the Grantor prior to the reimbursement of the final **Forty Five Thousand Six Hundred Twenty Five Dollars and No Cents ($45,625.00)** (twenty-five percent (25%) of the total SEF grant funds):

(1.) A report prepared by a duly authorized representative of the Grantor summarizing the Monitoring Review, detailing how funds have been spent on the Project in accordance with the Budget and evaluating the Grantee's timely progress. This Monitoring Review is subject to Paragraphs 4 and 5 of this Agreement.

(2.) A final payment request submitted on an approved and signed State of Indiana Claim Voucher, and a Budget Expenditure Report.

(H.) Notwithstanding any other provision of this Agreement, the Grantee expressly agrees that the monies provided herein by the State are limited to **One Hundred Eighty Two Thousand Five Hundred Dollars and No Cents ($182,500.00)** of the training cost, as described in Exhibits A and B.

(I.) Failure to complete the Project or expend grant, company-matching or other funds in accordance with this Agreement may be considered a material breach of the Agreement and shall entitle the State to impose sanctions against the Grantee including, but not limited to, suspension of all grant payments, and/or suspension of the Grantee's participation in State of Indiana's other incentive or grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all Grantee funds and all funds from the State of Indiana, whether or not they are held or were expended for this Project or accounted for in the Budget.

(J.) All payments shall be made in arrears in accordance with State fiscal policies and procedures and, as required by Indiana Code § 4–13–2–14.8 by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Auditor of the State, notwithstanding any other law, rule or custom to the contrary. The written authorization must designate a financial institution and an account number to which all payments are to be credited. For forms and additional information see the Auditor of the State's website at www.in.gov/auditor/forms. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by Indiana Code § 4–13–2–20 or by Indiana Code § 5–28–7.

6. EMPLOYMENT LEVEL COMMITMENT:

As of the date of this Agreement, Grantee hereby certifies and reports that it employs **653** Indiana-resident employees. Grantee commits to maintain an employment level in Indiana equal to or greater than eighty percent (80%) of Grantee's highest employment level reported to the Grantor during the term of this Agreement, for a period of five (5) years following the expiration of this Agreement (the "Commitment Period"). In order to ensure compliance with the foregoing provision, on or before March 15th following the end of each calendar year during the Commitment Period, Grantee shall submit an employment level report to the Grantor, executed by an officer of Grantee, certifying Grantee's employment level in the State of Indiana on the last day of the immediately preceding calendar year. Grantee hereby authorizes the Grantor to verify such employment information with the appropriate state agencies, including without limitation the Indiana Department of Workforce Development and the Indiana Department of Revenue. If Grantee fails to maintain this employment level commitment or fails to timely submit the required certifications, then the Grantor shall have the right to immediately terminate this Agreement and may require Grantee to repay all or a portion of the training assistance received under this Agreement to Grantor in a manner specified by Grantor. If during the Commitment Period, the Grantee ceases to continue operations at any site on which the training assistance provided under this Agreement is used, the Grantee shall repay all of the training assistance received under this Agreement in a manner specified by Grantor.

7. ACCESS TO RECORDS:

(A.) Grantee and its permitted subgrantees, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this Agreement

("Records"), for inspection by the Grantor, the State of Indiana or by any of their respective authorized representatives, and reasonable requests for copies thereof shall be furnished to the Grantor and the State of Indiana if requested. Grantee and its permitted subgrantees, if any, shall make all Records available at their respective offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement or until a state or federal audit has been completed and all audit exceptions cleared, whichever is earlier.

(B.) If the Grantor determines that fraud or other criminal misconduct has occurred with disbursements made to Grantee, the Grantor will consider Grantee in default and will terminate this Agreement in accordance with Paragraph 21. Grantee will be responsible for reimbursement to the Grantor of the full amount granted to Grantee at the time of the termination.

(C.) The Grantor, authorized representatives and staff of the Grantor have the right, at all reasonable times, to make site visits to: (1) review Project accomplishments and to confer with principals of the Grantee and permitted subgrantees, if any; (2) to audit Records and management control systems; and (3) to provide such technical assistance as may be required. If any site visit is made on the premises of Grantee or any subgrantee or contractor under this Agreement, Grantee shall provide and shall require its subgrantees and contractors to provide all reasonable facilities and assistance for the safety and convenience of the Grantor or its representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the Grantee's operations or work on the Project. Grantee will be given at least one (1) week prior notice before any site visit.

8. PROJECT BUDGET AND BUDGET MODIFICATION:

The Project budget is set forth as Exhibit B of this Agreement (the "Budget"). The Grantee shall not spend more than the amount for each line item, as described in Budget, without the prior written consent of a duly authorized representative of the State, nor shall the Project costs funded by the grant and those funded by the company-matching or other private share be amended without prior written consent of the State.

9. STATUTORY AUTHORITY OF GRANTEE:

As a condition of receiving SEF Funds, Grantee expressly warrants to the State that it is statutorily eligible to receive monies from the SEF Fund under Indiana Code § 5–28–7. Should any court of competent jurisdiction find Grantee legally ineligible, Grantee expressly agrees to repay all monies paid to it under this Agreement.

10. USE OF GRANT FUNDS BY GRANTEE:

Grant funds received by the Grantee pursuant to this Agreement shall be used only to reimburse the Grantee for instituting an approved SEF project permitted by Indiana Code § 5–28–7–2 or providing services in conformance with the Budget and no other purpose. The Grantee certifies that no other public funds from any source will be used to finance training activities reimbursed under this Agreement.

11. COMPLIANCE WITH LAWS:

(A.) The Grantee agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of the Agreement require formal modification.

(B.) The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Grantee and the State of Indiana, as set forth in Indiana Code § 4–2–6 *et seq.*, Indiana Code § 4–2–7 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ethics/. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole

discretion, terminate this Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Indiana Code § 4–2–6–12.

(C.) The Grantee certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the Grantor or the State of Indiana. Further, the Grantee agrees that any payments in arrears and currently due to the Grantor or the State of Indiana may be withheld from payments due to the Grantee. Additionally, further state work or grant payments may be withheld, delayed, or denied and/or this Agreement suspended until the Grantee is current in its payments and has submitted proof of such payment to the Grantor.

(D.) The Grantee warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Grantee agrees that the State may delay, withhold, or deny grant funds otherwise available under this Agreement.

(E.) If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the Grantor, the State of Indiana or its agencies, and the Grantor decides to delay, withhold, or deny funding to the Grantee, the Grantee may request that funding be continued. The Grantee must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the Grantor may delay, withhold, deny, or apply under this paragraph shall not be subject to penalty or interest under Indiana Code § 5–17–5.

(F.) The Grantee warrants that the Grantee and its contractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations. Failure to do so is a material breach of the Agreement and grounds for delaying, withholding or denying grant funds under this Agreement.

(G.) The Grantee hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State and that it is in good standing with the Indiana Department of Revenue. Grantee also affirms that (1) there are no outstanding enforcement actions against it by agencies of the State of Indiana, and (2) there are no significant workforce issues pending against the Grantee. The below named signatory(ies) hereby warrant that they are authorized to make such affirmations to the Grantor.

(H.) Grantee agrees that the State may confirm, at any time, that no liabilities exist to the Grantor or the State of Indiana, and, if such liabilities are discovered, that Grantor or the State of Indiana may bar Grantee from contracting with the Grantor or the State of Indiana in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the Grantor or the State of Indiana and has submitted proof of such payment to the Grantor or the State of Indiana.

12. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT:

As required by Indiana Code § 5–22–3–7:

(1) the Grantee and any principals of the Grantee certify that

- (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of
  - (i) Indiana Code § 24–4.7 [Telephone Solicitation of Consumers],
  - (ii) Indiana Code § 24–5–12 [Telephone Solicitations], or
  - (iii) Indiana Code § 24–5–14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code § 24–4.7 is preempted by federal law; and
- (B) the Grantee will not violate the terms of Indiana Code § 24–4.7 for the duration of the Agreement, even if Indiana Code § 24–4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee:

(A) except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24–4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24–4.7 is preempted by federal law; and

(B) will not violate the terms of Indiana Code § 24–4.7 for the duration of the Agreement, even if Indiana Code § 24–4.7 is preempted by federal law.

13. CONFLICT OF INTEREST:

(A.) As used in this paragraph:

(1.) "Immediate family" means the spouse and the unemancipated children of an individual.

(2.) "Interested party" means:

(a.) The individual executing this Agreement;

(b.) An individual who combined with his immediate family has an equity interest of one percent (1%) or more of the Grantee, if the Grantee is not an individual; or

(b.) Any member of the immediate family of an individual specified under subparagraph (1) or (2).

(3.) "Department" means the Indiana Department of Administration.

(4.) "Commission" means the State Ethics Commission.

(B.) The Department may cancel this Agreement without recourse by the Grantee if any interested party (i) is an employee of the State of Indiana or the Grantor, (ii) is a state officer or special state appointee of the Grantor under Indiana Code § 4–2–6, or (iii) a public servant of the Grantor under Indiana Code § 35–44–1.

(C.) The Department will not exercise its right of cancellation under subparagraph (B.) above if the Grantee gives the Department an opinion by the Commission indicating that the existence of this Agreement and the employment, election or appointment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees, officers and special state appointees of the Grantor. The Department may take action, including cancellation of this Agreement consistent with an opinion of the Commission obtained under this paragraph.

(D.) Grantee has an affirmative obligation under this Agreement to disclose to the Department when an interested party is or becomes an employee, officer or special state appointee of the State of Indiana. The obligation under this paragraph extends only to those facts that the Grantee knows or reasonably could know.

14. DRUG-FREE WORKPLACE CERTIFICATION:

(A.) The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace during the term of this Agreement. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana has been convicted of a criminal drug violation occurring in Grantee's workplace.

(B.) It is further expressly agreed that a false certification, a violation of the certification or the failure of the Grantee to in good faith comply with the terms of this Paragraph shall constitute a material breach of this Agreement and shall entitle the State to impose, or may otherwise result in, sanctions against the Grantee including, but not limited to, suspension of grant payments, the termination of this Agreement and/or the debarment of the Grantee from doing further business with the Grantor and the State of Indiana for up to three (3) years.

(C.) In addition to the provisions of above paragraphs, if the total Agreement amount set forth in the Agreement is in excess of Twenty-Five Thousand Dollars ($25,000.00), Grantee hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following Certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all grants with and grants from the

State of Indiana in excess of $25,000.00. No award of a grant shall be made, and no grant, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Grantee and made part of the grant or agreement as part of the grant documents.

The Grantee certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

2. Establishing a drug-free awareness program to inform employees about:

   (a.) The dangers of drug abuse in the workplace;
   (b.) The Grantee's policy of maintaining a drug-free workplace;
   (c.) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (d.) The penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.

3. Notifying all employees in the statement required by subparagraph 1 above that as a condition of continued employment the employee will;

   (a.) Abide by the terms of the statement; and
   (b.) Notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

4. Notifying in writing the Grantor within ten (10) days after receiving notice from an employee under subparagraph 3(b) above, or otherwise receiving actual notice of such conviction; and

5. Within thirty (30) days after receiving notice under subparagraph 3(b) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

   (a.) Take appropriate personnel action against the employee, up to and including termination; or
   (b.) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency; and

6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 1 through 5 above.

15. FUNDING CANCELLATION CLAUSE:

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

16. INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS:

Any information technology related products or services purchased, used or maintained through this Agreement must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at http://www.access-board.gov/508.htm.

17. NONDISCRIMINATION:

Pursuant to Indiana Code § 22–9–1–10, the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Grantee shall not discriminate against any employee or applicant for employment related to this Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the race, color, religion, sex, age disability, national origin or ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Agreement also signifies compliance with applicable federal and state laws and regulations prohibiting the aforementioned discrimination in the provision of services.

18. NOTICE TO PARTIES:

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following address, unless otherwise specifically advised.

(A.) Notices to the State shall be sent to:
INDIANA ECONOMIC DEVELOPMENT CORPORATION
Finance & Administrative Services Division
Office of Development Finance
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288

(B.) Notices to the Grantee shall be sent to:
Ester Johnson
Vice President & General Manager
United Technologies Electronic Controls, Inc.
3650 West 200 North
Huntington, Indiana 46750

Notices, statements or other communications shall be deemed delivered when received. As required by Indiana Code § 4–13–2–14.8, payments to Grantee shall be made via electronic funds transfer in accordance with the instructions filed by the Grantee with the Indiana State Auditor's Office, unless an exception to such requirement is approved by the Grantor and the State of Indiana. Payments shall be deemed delivered upon being transmitted pursuant to the written instructions of the Grantee.

19. ORDER OF PRECEDENCE:

Any inconsistency or ambiguity in the Agreement shall be resolved by giving precedence in the following order: (1) this Agreement (including its exhibits), (2) Indiana Economic Development Corporation guidelines, (3) all grant application requirements and guidelines, and (4) the Grant Application.

20. RENEWAL OPTION:

The State may renew or extend this Agreement under the same terms and conditions subject to the approval of the State Budget Director in compliance with Indiana Code § 5–22–17–4. The term of the renewed Grant may not be longer than the term of the original Grant. Exercise of this option is at the sole discretion of State and is not subject to agreement or acceptance by the Grantee.

21. TERMINATION OF AGREEMENT:

This Agreement may be terminated with or without cause by the Grantor before its Expiration Date by sending the Grantee written notice via certified mail, return receipt requested, at least thirty (30) days prior to the date of termination. Upon receipt of this notice from the Grantor to the Grantee, no new or additional liabilities payable from grant funds shall be incurred without the prior written approval of the Grantor. The Grantee shall continue to be responsible and liable for the proper performance of its obligations to the date of termination. In the event of a termination, the Grantor will perform an on-site Monitoring Review of all Project expenditures, as described in Paragraph 4 of this Agreement, with respect to the Grantee's proper expenditure of all grant funds and company matching funds through the date of termination.

22. ASSIGNMENT:

This Agreement binds the Grantee's successors and assignees to all terms and conditions of this Agreement. Grantee shall not assign, subgrant or subcontract the whole or any part of the Project or the Agreement unless it has been approved in writing by the Grantor.

23. HOLD HARMLESS:

Grantee shall indemnify, defend, and hold harmless the Grantor and the State of Indiana and their respective agents, officers, employees and representatives from all claims and suits for loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees and representatives of Grantee or its subgrantees or contractors, and from all judgments recovered therefore and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses caused by an act or omission of Grantee and/or its subgrantees, contractors, agents, officers or employees in connection with performance of this Agreement. Grantor shall not provide any kind of indemnification to the Grantee.

24. DEBARMENT AND SUSPENSION:

Grantee certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or department, the Grantor, or agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Grantee.

25. PENALTIES; INTEREST; ATTORNEY'S FEES:

The Grantor will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as authorized by Indiana law, in part, if applicable, Indiana Code § 5–17–5, Indiana Code § 34–54–8, and Indiana Code § 34–13–1. Notwithstanding the provisions contained in Indiana Code § 5–17–5, the parties hereto stipulate and agree that any liability resulting from any failure of the Grantor to make payments as required hereunder shall be based solely on the amount of funding originating from the Grantor or the State of Indiana and shall not be based on funding from federal or other sources.

26. MISCELLANEOUS.

(A.) The headings in this Agreement are intended solely for convenience or reference and will be given no effect in the construction or interpretation of this Agreement.

(B.) This Agreement, including any attached exhibits, supersedes all prior oral and written proposals and communications, if any, and sets forth the entire Agreement of the parties with respect to the subject matter hereof and may not be altered or amended except in writing, signed by an authorized representative of each party hereto.

(C.) The construction and enforcement of this Agreement will be governed by the laws of the State of Indiana, without regard to principles of choice of law and the venue for any court action shall be the circuit or superior court of Marion County, Indiana or the United States District Court of the Southern District of Indiana and the Grantee hereby consents to the personal jurisdiction of said courts.

(D.) No waiver of any default, failure to perform, condition, provision or breach of this Agreement will be deemed to imply or constitute a waiver of any other like default, failure to perform, condition, provision or breach of this Agreement.

(E.) If any paragraph, term, condition or provision of this Agreement will be found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any paragraph, term, condition or provision is found to violate or contravene the laws of the State of Indiana, then the paragraph, term, condition or provision so found will be deemed severed from this Agreement, but all other paragraphs, terms, conditions and provisions will remain in full force and effect.

(F.) The parties to the Agreement, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever. No party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees or subagents of any other party.

(G.) Grantee shall be responsible for providing all necessary unemployment and workers' compensation insurance for Grantee's employees.

(H.) Unless otherwise terminated or modified as expressly permitted hereunder, this Agreement will remain in force during the term stated in Paragraph 2. Notwithstanding anything contained herein to the contrary, provisions of this Agreement, which by their nature contemplate rights and obligations of the parties to be enjoyed or performed after the expiration or termination of this Agreement, will survive until their purposes are fulfilled.

27. REPRESENTATIONS CONCERNING APPLICATION:

The Grantee represents and warrants that the representations, statements and all other matters contained in the application submitted by the Grantee to the State are true and complete in all material respects. It shall be considered a material breach of this Agreement if such representations, statements and other matters were not true and complete at the time the application was made.

28. AUTHORITY TO COMMIT TO AGREEMENT:

Notwithstanding anything in this Agreement to the contrary, the signatory for the Grantee represents that he/she has been duly authorized to execute contracts on behalf of the Grantee and has obtained all necessary or applicable approvals from the office of the Grantee to make this Agreement fully binding upon the Grantee when his/her signature is affixed, and this Agreement is not subject to further acceptance by Grantee when accepted by the Grantor.

29. NON-COLLUSION AND ACCEPTANCE:

The undersigned representative of the Grantee attests, subject to the penalties for perjury, (i) that he/she is the contracting party, or that he/she is the duly authorized representative, agent, member or officer of the contracting party; (ii) that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and (iii) that he/she has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.

[The remainder of this page has been left blank intentionally.]

In Witness Whereof, Grantee and the Indiana Economic Development Corporation have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the foregoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.

United Technologies Electronic Controls, Inc.

Ester Johnson
Vice President & General Manager

DATE: 2-18-10

INDIANA ECONOMIC DEVELOPMENT CORPORATION

E. MITCHELL ROOB, JR., SECRETARY OF COMMERCE

DATE: 2-22-10

BY: _____
CHRISTOPHER A. RUHL, DIRECTOR
STATE BUDGET AGENCY

DATED: 3/9/10

EXHIBIT A
TFP GRANT I.D.:
BIRT GRANT I.D.: B-09-4314
DESCRIPTION OF PROJECT

The State will provide a grant from the Skills Enhancement Grant Fund of up to **$182,500.00**, to facilitate the following training Project.

United Technologies Electronic Controls, Inc. (the "Grantee") is expanding its facility in Huntington, Indiana with a proposed capital investment of **$2,500,000.00**, the training of **522** current Indiana resident employees by **November 1, 2011.** Of the grant award, **$182,500.00** may be used to train the **522** current employees.

In addition, the Grantee will in accordance with the completed Application, carry out the following:

A. Will train **522** current, Indiana resident employees by **November 1, 2011,** as identified in the Application.

B. Will employ the number of employees required in Paragraph 6 upon completion of the training Project.

C. Will make a capital investment of **$2,500,000.00** in **Bldg, Equip**, as identified in the Application.

D. Will provide Basic Skills Training to the new jobs created and/or existing positions, as identified in the Application.

E. Will provide Transferable Skills Training to the new jobs created and/or existing positions, as identified in the Application.

F. Will provide Company Specific Skills Training to the new jobs created and/or existing positions, as identified in the Application.

G. Will provide Quality Skills Training to the new jobs created and/or existing positions, as identified in the Application.

PROJECT ID: 412393

EXHIBIT B
TFP GRANT I.D.:
BIRT GRANT I.D.: B-09-4314
PROJECT BUDGET

GRANT ID:	B-09-4314		
BASIC SKILLS	GRANT FUNDS	COMPANY MATCH	TOTAL COSTS
TRANSFERABLE SKILLS	GRANT FUNDS	COMPANY MATCH	TOTAL COSTS
COMPANY SPECIFIC SKILLS	GRANT FUNDS	COMPANY MATCH	TOTAL COSTS
QUALITY SKILLS	GRANT FUNDS	COMPANY MATCH	TOTAL COSTS
SUBTOTAL	$182,500.00		
GRAND TOTALS	$182,500.00	$467,500.00	$650,000.00

EXHIBIT C
TFP GRANT I.D.:
BIRT GRANT I.D.: B-09-4314
STATE TRAVEL GUIDELINES

The Grantee agrees to comply with the following State travel guidelines when submitting reimbursement request.

1. MILEAGE:

A. May not exceed Forty-Four Cents ($0.40) per mile. May not exceed commercial air reimbursement permitted under these guidelines.
B. Travel to and from training sites only is reimbursable.

2. LODGING:

A. Reimbursement for actual lodging expenses will be provided (up to $89.00 per night, in state; out-of-state, reasonable hotel rates would apply).
B. If a room is shared with other person(s) reimbursement will be based on single person occupancy rate, unless each of the persons is entitled to reimbursement under these guidelines.
C. Only charges pertaining to room rate, taxes, fees, etc will be reimbursed. No reimbursement for room service, laundry, entertainment, etc.
D. Detailed lodging receipt required.

3. SUBSISTENCE:

A. Meal reimbursement provided for reasonable expenses if person is away from home overnight; detailed meal receipt required. No reimbursement for alcoholic beverages.

4. COMMERCIAL CARRIER: (Air, Railroad, and Bus)

A. A detailed receipt required.
B. Reimbursement may not exceed coach fare.
C. Taxi and other conveyances will be reimbursed with detailed receipts.
D. Car rental will be reimbursed with a detailed receipt. Gas receipts must also be included if reimbursement is expected.

5. PARKING & TOLLS:

A. Receipt required.

6. CHARTERED AIRCRAFT:

A. A detailed receipt required.
B. A written justification required if cost exceeds the normal commercial airline coach fare.

7. APPLICABILITY:

A. These guidelines apply to employees of the recipient business.