

APPENDIX H CALIFORNIA DEPARTMENT OF AGING (CDA) TERMS

1) Copyrights

a. If any material funded by this Agreement is subject to copyright, the California Department of Aging (hereinafter "CDA") reserves the right to copyright such material and the Grantee agrees not to copyright such material.

b. The Grantee may request permission to copyright material by writing to the Executive Director of the Human Services Agency, or designee (hereinafter "HSA"). The Executive Director, or designee, shall forward such request to CDA and shall relay CDA's response to the Grantee within sixty (60) days from the date of receipt of CDA's decision.

c. If the material is copyrighted with the consent of CDA, CDA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

d. The Grantee certifies that it has appropriate systems and controls in place to ensure that funds provided under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

2) Rights in Data

a. The Grantee shall not publish or transfer any materials produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director of HSA, or designee. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by HSA. HSA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Grantee from sharing identifying client information authorized by the participant or summary program information that is not client specific.

b. As used in this Appendix, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

c. CDA and HSA may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

d. Materials published or transferred by the Grantee and financed with funds under this Agreement shall: (a) state "The materials or product were a result of a project funded by an Agreement with SFHSA, Disability and Aging Services and CDA;" (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include the following statement: "The conclusions and opinions expressed may not be those of

SFHSA/Disability and Aging Services and/or CDA and this publication may not be based upon or inclusive of all raw data."

e. The Grantee agrees to acknowledge the receipt of all funding support from HSA in news releases (radio, television, and newspaper); printed materials such as brochures, pamphlets, newsletters; the Grantee's Web site; and any other printed documents. Such acknowledgement shall make accurate reference to the service for which funding is provided, in whole or in part, by HSA.

f. The Grantee shall forward a copy of all products and material developed in whole or in part with Agreement funds to HSA for record keeping purposes.

3) Covenant Against Contingent Fees

a. The Grantee warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

b. For breach or violation of this warranty, HSA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

4) Reporting of Fraud/Abuse

a. The Grantee shall report immediately to HSA, in writing, any incidents of alleged fraud and/or abuse by either the Grantee or subgrantees. The Grantee shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by HSA.