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New Hampshire Fish and Game Department

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(603) 271-3421
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February 9, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a **Retroactive Sole-Source** grant agreement with the Trustees of St. Joseph's College (vendor code 153038), Standish ME, in the amount of \$20,016.00 to work with NHFG on research to better understand population dynamics of juvenile lobster upon the date of Governor and Council approval from September 1, 2021 through August 31, 2023. 100% Federal Funds.

Funding is available in account Marine Fisheries Management as follows:

03-75-75-753020-22880000 MARINE RESOURCES – MARINE FISHERIES MANAGEMENT

	<u>FY22</u>
20-07500-22880000-103-502507 Contracts for Operational Services	\$20,016

EXPLANATION

The NHFG submitted a competitive application to the National Oceanic and Atmospheric Administration (NOAA) and was awarded federal Sea Grant funds to conduct research to assist in gaining a better understanding of population dynamics of American lobster. Sole source is requested because this proposal was developed and submitted collaboratively with investigators at the Trustees of St. Joseph's College and they are instrumental to the project. They will perform work as a sub-recipient to implement project activities as identified in the approved federal award and are contributing required non-federal matching funds for the federal funding received. Therefore, NHFG will provide 100% federal funds for this agreement.

Trustees of St. Joseph's College will work in tandem with NHFG to design and test a trap that effectively samples juvenile lobsters, an understudied segment of the population, to help more effectively manage this important fishery. Once the novel trap has been tested and calibrated, SCUBA surveys and traditional ventless traps will be used to explore the relationship between lobster density, temperature, and catch. The partners will work towards a common goal to better understand the degree to which ventless traps accurately reflect the size structure of the sublegal lobster population. Data analyses obtained from this project will inform future stock assessments and lay the groundwork for a long-term monitoring program that includes early benthic phase lobsters and the linkages between each life history phase of the American lobster.

We are requesting a retroactive grant agreement back to September 1, 2021 to coincide with the federal grant period approved by NOAA. The federal grant was formally awarded just before the start date and we then needed to complete the process of accepting funds into the state budget and developing appropriate grant agreements with the sub-recipient organizations. This will allow all costs and matching expenses that are otherwise eligible to be charged against the federal award.

Respectfully submitted,

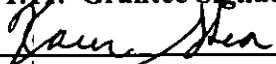
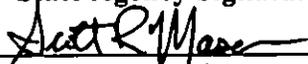
Scott R. Mason
Executive Director

Kathy A. LaBonte, Chief
Business Division

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Fish and Game Department		1.2. State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3. Grantee Name Trustees of St. Joseph's College		1.4. Grantee Address 278 Whites Bridge Rd, Standish, ME 04084	
1.5. Grantee Phone # 207-893-7890	1.6. Account Number 20-075-2288-103-502507	1.7. Completion Date August 31, 2023	1.8. Grant Limitation \$ 20,016
1.9. Grant Officer for State Agency Scott R. Mason, Executive Director		1.10. State Agency Telephone Number (603) 271-3511	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Interim CFO Karen Shea	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Scott R. Mason, Executive Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 2 / 22 / 2022	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Grantee Initials NS
Date 2/8/22

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee 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 Grantee notice of termination; and
- 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice, until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
 17. **INSURANCE.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
 19. **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 first above given.
 20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **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.
 23. **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.
 24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
Special Provisions

1. **Federal Funding.** This Agreement is supported by a Federal assistance award from the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA). All Federal laws, regulations, and award terms and conditions applicable to Department of Commerce award recipients and their sub-recipients and contractors are hereby adopted in full force and effect with respect to this Agreement. EXHIBIT D provides further Federal award and compliance information and required certifications.
2. **Period of Performance.** The Project period of performance for this Agreement is September 1, 2021 through August 31, 2023. Expenditures incurred prior to the beginning of the Period of Performance or subsequent to the end date are not allowable costs. If the provision of services by the Grantee precedes the Effective date as determined by paragraph 4.1 of the General Provisions all services performed by the Grantee shall be performed at the sole risk of the Grantee. In the event that this Agreement does not become effective, the State shall be under no obligation to pay the Grantee for costs incurred or services performed; however, if this Agreement becomes effective, all costs incurred for the Project prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Agreement.
3. **Effective Date: Completion of Project.** Paragraph 4.2 of the General Provisions is hereby modified to add after the last sentence the following new sentence: The Grantee shall submit a final performance report and a final report of expenditures within 60 days of the Completion Date.
4. **Records and Accounts.** Paragraphs 7.1 and 7.2 of the General Provisions are hereby modified to revise the record retention period from "...seven (7) years after the Completion Date,..." to three (3) years after submission of the Grantee's final financial report, except that if any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
5. **Data; Retention of Data; Access.** Paragraph 9.3 of the General Provisions is hereby replaced with the following: Subject to provisions applicable to federal awards, the Grantee may copyright material that is developed by its staff in the course of or under this Agreement. The Grantee shall grant to the Federal government, and others acting on its behalf, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use the material developed under this agreement.

EXHIBIT B
Scope of Work

A. AGREEMENT NO. NHFG-2022-02

Grantee Initials
Date

M
2/3/22

B. PROJECT TITLE: THE INFLUENCE OF SEASON AND TEMPERATURE ON THE DISTRIBUTION AND ABUNDANCE OF JUVENILE LOBSTERS ASSESSED VIA TRADITIONAL VENTLESS AND NOVEL EARLY BENTHIC PHASE TRAPS

C. PROJECT PERIOD: September 1, 2021 – August 31, 2023

D. SCOPE OF WORK:

The New Hampshire Fish and Game Department (NHFG) is the recipient of grant award No. NA21OAR4170373 (the "Prime Agreement") with NOAA's National Sea Grant College Program ("Federal Awarding Agency") with a start date of September 1, 2021 and an end date of August 31, 2023. The Prime Agreement provides for collaborative effort by NHFG and Saint Joseph's College of Maine (Saint Joseph's College) to be implemented through appropriate contractual or sub-award arrangements.

Trustees of St. Joseph's College, as the Grantee, shall complete actions identified below and further described in the funded proposal titled "THE INFLUENCE OF SEASON AND TEMPERATURE ON THE DISTRIBUTION AND ABUNDANCE OF JUVENILE LOBSTERS ASSESSED VIA TRADITIONAL VENTLESS AND NOVEL EARLY BENTHIC PHASE TRAPS." This Agreement, between NHFG and the Grantee, consists of the following documents: Exhibits A, B, C, and D, which are all incorporated herein by reference as if fully set forth herein.

Actions to be performed by the Grantee are summarized below.

Saint Joseph's College, will carry out the following Scope of Work for the project, **The influence of season and temperature on the distribution and abundance of juvenile lobsters assessed via traditional ventless and novel early benthic phase traps**, which is funded by a grant from the NOAA National Sea Grant Program (American Lobster Initiative) to NHF&G and Saint Joseph's College of Maine (Sub-Awardee), S. Jury, Co-PI.

The Co-PI (S. Jury) will work in tandem with the PI (J. Carloni, NHF&G) to design and test a trap that effectively samples juvenile lobsters, an understudied segment of the population for helping to more effectively manage this important fishery. Once this novel trap has been tested and calibrated, we will partner with the PI to help support and analyze these traps along with traditional ventless trap surveys to explore the relationship between lobster density, temperature and catch compared to traditional methods. In addition, we will work towards a common goal with all collaborators (NHF&G, SJC and WNERR) to better understand the degree to which ventless traps accurately reflect the size structure of the sublegal lobster population. Finally, we will assist the PI in data analyses obtained from this project to inform future stock assessments and lay the groundwork for a long-term monitoring program that includes early benthic phase lobsters and the linkages between each life history phase of the American lobster. In summary, we will assist in addressing the following three objectives:

Objective 1. Develop a trap with selectivity towards early benthic phase lobsters, with emphasis on exploring the efficacy of using these traps as part of a regional survey to track

trends in the EBP population. These data will allow us to provide baseline data on seasonal distribution of EBP to better understand changes in this segment of the population under a warming environment.

Objective 2. Fish traditional ventless traps and EBP traps at similar locations as SCUBA surveys to better understand the following:

- 1) The impact of water temperature on catch.
- 2) The seasonal abundance and distribution of EBP lobsters. In particular whether they undergo seasonal movements similar to those of larger lobsters.

Objective 3. Explore ventless trap catchability by lobster size, temperature, and location, using video monitoring and stocking experiments to evaluate:

- 1) What size lobsters tend to approach and enter a trap first?
- 2) If large lobsters enter first do they deter small lobsters, and conversely, if small lobsters enter first, do they deter large lobsters?

E. DELIVERABLES SCHEDULE:

Performance Progress Reports: The Grantee shall provide a final programmatic report to the NHFG Principle Investigator within 60 days of the Completion Date of this Agreement, which compares actual accomplishments to the objectives of this Agreement and the Federal award, as applicable, per requirements at 2 CFR 200.329. The first interim Performance Progress Report will cover a period of nine months from the start date of the Prime Agreement. Following reports are due annually and all interim Performance Progress Reports are due 15 days after the reporting period end date. The Grantee's reports will be in a format agreeable to NHFG and include copies of all reprints, conference papers, etc. resulting from work funded under this Agreement. NHFG's Principal Investigator and the Grantee's Co-Principle Investigator shall adjust reporting schedules as necessary to meet the Federal reporting requirements of the Prime Agreement.

F. KEY PERSONNEL:

The Grantee's Principal Investigator is as follows:

Steven Jury
Associate Professor
Saint Joseph's College
278 Whites Bridge Road
Standish, ME 04084
sjury@sjcme.edu

The Grantee's fiscal and administrative contact is as follows:

Elizabeth Schran
Senior Director of Corporate & Foundation Relations
Saint Joseph's College
278 Whites Bridge Road
Standish, ME 04084
eschran@sjcme.edu

EXHIBIT C
Payment Terms

1. For the performance of tasks described in Exhibit B NHFG agrees to reimburse the Grantee up to \$20,016 of Federal funds for allowable Project expenses in accordance with the Prime Agreement and the Grantee's budgeted cost categories hereby incorporated into this Agreement.

Budget

Year 1		Year 2		Total	
FEDERAL	MATCH	FEDERAL	MATCH	FEDERAL	MATCH
\$9,728	\$5,518	\$10,288	\$5,638	\$20,016	\$11,156

Total Project Costs by Category Year 1

	Federal Funds	Est. Match	Total
Personnel	\$6,000	\$3,000	\$9,000
Fringe Benefits	\$1,644	\$0	\$1,644
Travel	\$700	\$250	\$950
Equipment	\$0	\$0	\$0
Supplies	\$500	\$500	\$1,000
Contractual	\$0	\$0	\$0
Construction	\$0	\$0	\$0
Other	\$0	\$0	\$0
Sub-total Direct Charges	\$8,844	\$3,750	\$12,594
Indirect Charges	\$884	\$1,768	\$2,652
Total	\$9,728	\$5,518	\$15,246

Total Project Costs by Category Year 2

	Federal Funds	Est. Match	Total
Personnel	\$6,000	\$3,000	\$9,000
Fringe Benefits	\$1,644	\$0	\$1,644
Travel	\$1,200	\$250	\$1,450
Equipment	\$0	\$0	\$0
Supplies	\$500	\$500	\$1,000
Contractual	\$0	\$0	\$0
Construction	\$0	\$0	\$0
Other	\$0	\$0	\$0
Sub-total Direct Charges	\$9,344	\$3,750	\$13,094
Indirect Charges	\$944	\$1,888	\$2,832
Total	\$10,288	\$5,638	\$15,926

Grantee Initials _____
Date _____

M
2/10/22

2. Project costs of the Grantee shall comply with the cost principles applicable to the Grantee's type of organization as required in 2 CFR 200 Subpart E – Cost Principles. Indirect costs will be reimbursed in accordance with the Grantee's most recent negotiated rate agreement as required in 2 CFR 200.414. If applicable, the Grantee shall provide NHFG a copy of the most recent rate agreement memorandum it has negotiated with its cognizant Federal agency. Fringe benefits will be reimbursed in accordance with the Grantee's institutional policies and shall be based on such cost and pricing data as are reasonably required to establish the appropriateness of the Grantee's rates.
3. The Grantee shall cost-share \$11,156 or at least 35.8% of total Project costs as the match for federal funds during the term of this agreement. Cost-sharing may be in the form of cash or in-kind services for direct or indirect Project expenses in accordance with the Grantee's approved budget. The Grantee must maintain in its official accounting records an accounting of \$31,172 as the total Federal and non-Federal share to clearly identify the nature of each expense and to establish relatedness to the Agreement.
4. The Grantee is authorized to rebudget funds in accordance with the Prime Agreement. NHFG approval is required for rebudgeting that requires prior approval under the terms of the Prime Agreement. All requests for rebudgeting approval must be directed to the Authorized NHFG Representatives identified in EXHIBIT D.
5. The Grantee shall submit invoices for reimbursement of actual costs on a quarterly basis within fifteen (15) days after the end of the quarter, or not more frequently than monthly. Invoices must show the period for which reimbursement is being requested and must itemize the costs by budget category as shown on the budget. The invoice must show "current" costs, "cumulative" costs, cost sharing portion of total project costs, NHFG Subaward agreement number, and include certification as to truth and accuracy of invoice in accordance with 2.CFR 200.415.

Payment will be made based on invoices mailed or emailed to:

NH Fish and Game Department
Marine Division – Region 3
225 Main Street
Durham, NH 03824-4732
Atten: Joshua Carloni
Joshua.T.Carloni@wildlife.nh.gov

6. NHFG will pay properly submitted invoices within 30 days of receipt, except that reimbursement shall not be made until any required reports have been received and approved according to Exhibit B. Deliverables Schedule. The Grantee shall submit its final invoice, which must be marked "Final," no later than 60 days after the end date of this Agreement as specified in block 1.7 – Completion Date. The final invoice will be used as the Grantee's final report of expenditures.
7. Continuation of this agreement for the full project period is subject to availability of federal funds for this purpose. If funding is not available, the Grantee will be reimbursed on a

prorated basis for the project expenses incurred up to the termination date.

8. The Grantee agrees to maintain financial documents necessary to comply with State and Federal regulations, as applicable. Federal regulations are provided in Exhibit D.
9. Upon request by NHFG the Grantee shall refund any payments received for what are determined to be unallowable expenditures as a result of a State or Federal audit. The Grantee, however, has the right to establish that any such expenditures are allowable.
10. Any publications or publicity regarding these projects must recognize funding sources and cooperative arrangement with the New Hampshire Fish and Game Department.

EXHIBIT D

1. Federal Award Information

Through execution of this agreement, Trustees of St. Joseph's College (DUNS # 071750079) acknowledges that they are a sub-recipient of the New Hampshire Fish and Game Department under the National Sea Grant College Program (Sea Grant Support CFDA # 11.417) project titled "*The influence of season and temperature on the distribution and abundance of juvenile lobsters assessed via traditional ventless and novel early benthic phase traps*" and the corresponding federal assistance award NA21OAR4170373 from the Department of Commerce, National Oceanic and Atmospheric Administration, with a federal award date of August 20, 2021. The total Federal award to NHFG, as prime recipient, is \$160,412 and the total amount to Trustees of St. Joseph's College as subrecipient is \$20,016. The award period of performance is September 1, 2021 to August 31, 2023.

NHFG Principle Investigator:
Joshua Carloni
Marine Biologist II
NH Fish and Game
603-868-1095
Joshua.T.Carloni@wildlife.nh.gov

NHFG Administrative Contact:
Randy Curtis
Federal Aid Administrator
NH Fish and Game
603-271-0801
randy.l.curtis@wildlife.nh.gov

2. Federal Compliances

Federal assistance awards are subject to the terms and conditions incorporated into the award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The grantee shall comply with the following requirements, as applicable:

- a. Competitive Funding Opportunity Number NOAA-OAR-SG-2021-2006808 posted at Grants.gov on 02/19/2021.
- b. Program Authorization / Legislation: Sea Grant Support (CFDA# 11.417)

Grantee Initials MC

Date 2/8/22

- c. Department of Commerce Financial Assistance Standard Terms and Conditions
 - d. Federal-wide Research Terms and Conditions, as adopted by the Department of Commerce.
 - e. NOAA Administrative Standard Award Conditions
 - f. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted pursuant to 2 CFR § 1327.101
 - g. 2 CFR Part 25, Universal Identifier and Central Contractor Registration
 - h. 2 CFR Part 170, Reporting Subawards and Executive Compensation
 - i. 2 CFR Part 175, Award Term for Trafficking in Persons (Term is applicable to private entity subrecipients)
 - j. 2 CFR Part 1326, Government-wide Debarment and Suspension (Non-procurement)
 - k. 2 CFR Part 1329, Requirements for Drug-Free Workplace (Financial Assistance)
 - l. 15 CFR 28, New Restrictions on Lobbying
3. **Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions**
The grantee hereby certifies per Subpart C of 2 CFR Part 180 that neither the grantee nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded by any federal department or agency from participating in transactions supported by Federal funds. The Grantee hereby represents that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 CFR Part 180 that implement E.O.s 12549 and 12689 "Debarment and Suspension." The grantee further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NHFG with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://sam.gov/content/home>.



I, James S. Dlugos, Ph.D., hereby certify that I am duly elected Officer of
(Name)

Trustees of St. Joseph's College (legal name of Saint Joseph's College of Maine). I hereby certify the following is a true copy of the current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual obligations: Chief Financial Officer, Authorized Organization Representative.

I further certify that the following individuals currently hold the office or positions authorized: Karen Shea; Elizabeth C. Schran.
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation for the purpose of grant-funded projects. This authority **shall remain valid for thirty (30) days** from the date of this certificate.

DATED: 2/7/2022

ATTEST: _____

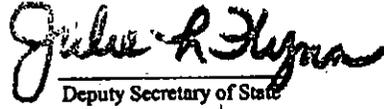
James S. Dlugos, Ph.D., President

**DOMESTIC
NONPROFIT CORPORATION**

STATE OF MAINE

**RESTATED
ARTICLES OF INCORPORATION**

File No. 19550065ND Pages 7
Fee Paid \$ 10
DCN 2203652220013 REST
---FILED---
12/30/2020


Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

Trustees of St. Joseph's College
(Name of Corporation as it appears on the records of the Secretary of State)

Pursuant to 13-B MRSA §805, the undersigned corporation adopts these Articles of Restatement:

FIRST: All restated statements required to be set forth in Articles of Incorporation (*MNPCA-6-1) are attached as Exhibit A. Statements as to the incorporator or incorporators and the initial directors may be omitted. This restatement was adopted on October 23, 2020
(date)

("X" one box only)

- By the members at a meeting at which a quorum was present and the restatement received at least a majority of the votes which members were entitled to cast.
- (If the Articles require more than a majority vote.) By the members at a meeting at which the restatement received at least the percentage of votes required by the Articles of Incorporation.
- By the written consent of all members entitled to vote with respect thereto.
- (If no members, or none entitled to vote thereon.) By majority vote of the board of directors.

SECOND: The Registered Agent is a: (select either a Commercial or Noncommercial Registered Agent)

Commercial Registered Agent CRA Public Number: P10260
Eric J. Wycoff
(name of commercial registered agent)

Noncommercial Registered Agent

(name of noncommercial registered agent)

(physical location, not P.O. Box - street, city, state and zip code)

(mailing address if different from above)

THIRD: Pursuant to 5 M.R.S.A. §108.3, the new commercial registered agent as listed above has consented to serve as the registered agent for this nonprofit corporation.

Dated December 16, 2020

**By Robert J. Zilg
(signature)

Robert J. Zilg, Secretary
type or print name and capacity

**By _____
(signature)

type or print name and capacity

**MUST BE COMPLETED FOR VOTE
OF MEMBERS**

I certify that I have custody of the minutes showing
the above action by the members.

Robert J. Zilg
(signature of clerk, secretary or asst. secretary)

*Form MNPCA-6-1 **MUST** accompany this filing.

This document **MUST be signed by any duly authorized officer. (13-B M.R.S.A. §104.1.B)

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to:

Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries: (207) 624-7752

Email Inquiries: CEC.Corporations@Maine.gov

EXHIBIT A

Articles of Incorporation
pursuant to 13-B MRSA §403
to accompany the following:

(Check one box only.)

- Articles of Nonprofit Conversion (13-C MRSA §933)
- Statement of Conversion (31 MRSA §1645)
- Restated Articles of Incorporation (13-B MRSA §805)

FIRST: The name of the corporation:
Trustees of St. Joseph's College

SECOND: ("X" one box only. Attach additional page(s) if necessary.)

The corporation is organized as a public benefit corporation for the following purpose or purposes:
See Exhibit A attached hereto.

The corporation is organized as a mutual benefit corporation for all purposes permitted under 13-B MRSA, or, if not for all such purposes, then for the following purpose or purposes:

THIRD: The Registered Agent is a: (select either a Commercial or Noncommercial Registered Agent)

Commercial Registered Agent CRA Public Number: P10260
Eric J. Wycoff
(name of commercial registered agent)

Noncommercial Registered Agent
(name of noncommercial registered agent)

(physical location, not P.O. Box – street, city, state and zip code)
(mailing address if different from above)

FOURTH: Pursuant to 5 MRSA §108.3, the new commercial registered agent as listed above has consented to serve as the registered agent for this nonprofit corporation.

FIFTH: The number of directors (not less than 3) constituting the initial board of directors of the corporation, if the number has been designated or if the initial directors have been chosen, is 20.

The minimum number of directors (not less than 3) shall be 3 and the maximum number of directors shall be see company's Bylaws.

SIXTH: Members: ("X" one box only.)

There shall be no members.

There shall be one or more classes of members and the information required by 13-B MRSA §402 is attached.

SEVENTH: (Optional) (Check if this article is to apply.)

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

EIGHTH: (Optional) (Check if this article is to apply.)

Other provisions of these articles including provisions for the regulation of the internal affairs of the corporation, distribution of assets on dissolution or final liquidation and the requirements of the Internal Revenue Code section 501(c) are set out in Exhibit A attached hereto and made a part hereof.

Submit completed form to:

Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries: (207) 624-7752

Email Inquiries: CEC.Corporations@Maine.gov

Exhibit A

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
TRUSTEES OF ST. JOSEPH'S COLLEGE**

ARTICLE IX

NAME

The name of this Corporation is Trustees of St. Joseph's College.

ARTICLE X

PRINCIPAL PLACE OF BUSINESS

The principal place of business is Standish, Maine.

ARTICLE XI

SEAL

This Corporation shall have a Corporate Seal, upon which the name of the Corporation shall be inscribed.

ARTICLE XII

TERM

The term for which this Corporation is to exist shall be perpetual.

ARTICLE XIII

PURPOSES

The purposes for which the Corporation is organized are set forth in Chapter 39, Private and Special Laws, 1955. The Corporation is organized as a public benefit corporation. The Corporation shall be organized and operated exclusively for charitable, religious, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws (the "Code"). The Corporation shall not engage directly or indirectly in any activity which would prevent it from qualifying, and continuing to qualify, as a Corporation described in Section 501(c)(3) of the Code.

The Corporation by its Board of Trustees acknowledges and accepts that to be affiliated with the Conference for Mercy Higher Education ("CMHE") and sponsored by the Institute of the Sisters of Mercy of the Americas, a public juridic person of the Roman Catholic Church ("Sisters of Mercy of the Americas"), and to retain its status as such, the Corporation shall fulfill its purpose and conduct its affairs in the tradition of the Sisters of Mercy of the Americas, and shall at all times remain faithful to the Christian message as it comes through the Church and to the charism, heritage

and mission of the Sisters of Mercy of the Americas, as further defined in the Covenant of Mercy Higher Education.

ARTICLE XIV

NONPROFIT CHARACTER

The Corporation will not be operated for the pecuniary gain or profit, incidental or otherwise, of any private individual. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its Trustees, Officers, CMHE, the Sisters of Mercy of the Americas, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provisions of these Amended and Restated Articles of Incorporation (these "Articles of Incorporation"), the Corporation shall not conduct or carry on activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or (ii) by a corporation to which contributions are deductible under Section 170(c)(2) of the Code.

ARTICLE XV

REVENUE

This Corporation shall be operated without profit, but the expense of furnishing such charitable, educational, religious, benevolent and scientific services and other activities herein authorized, shall be borne and paid for by such Corporation out of funds received from students and other persons who receive and benefit from the services rendered, and other revenues as may be received by the Corporation by gift, grant, devise or bequest.

ARTICLE XVI

BOARD OF TRUSTEES

A. Subject to any applicable provisions of these Articles of Incorporation, the functions, business and governance of the Corporation shall be directed by the Board of Trustees whose number, manner of selection and term of office shall be provided by its Bylaws, as may be amended from time to time (the "Bylaws"). The minimum and maximum number of Trustees shall be as provided in the Bylaws. The Corporation shall have no members.

B. Notwithstanding anything to the contrary contained herein, and as a condition to the Corporation's affiliation with CMHE and sponsorship by the Sisters of Mercy of the Americas, in no event shall the Board of Trustees take any of the following actions without the prior written consent of the Board of Directors of CMHE or its successor or designee (in each case, however, only to the extent such consent is required under Canon Law):

(i) approve a sale or disposition of all or substantially all of the assets, a merger, consolidation, reorganization, dissolution or liquidation of the Corporation, or other fundamental

transaction contemplated by Title 13-B, Section 1001 of the Maine Nonprofit Corporation Act (or any applicable successor provision); or

(ii) amend this subparagraph (B) of this Article XVI or Article XIII of these Articles of Incorporation with respect to the Corporation's Roman Catholic identity or the conditions provided herein relating to the affiliation of the Corporation with CMHE or its sponsorship by the Sisters of Mercy of the Americas.

ARTICLE XVII

OFFICERS

The officers of the Corporation shall be designated and selected in accordance with the provisions of the Bylaws.

ARTICLE XVIII

DISSOLUTION

Subject to any approvals described in these Articles of Incorporation or the Bylaws of the Corporation, upon the dissolution and final liquidation of the Corporation, all of its assets, after paying or making provision for payment of all its known debts, obligations and liabilities and returning, transferring or conveying assets held by the Corporation conditional upon their return. transfer or conveyance upon dissolution of the Corporation, shall be distributed to one or more corporations, trusts, funds or organizations which at the time appear in *The Official Catholic Directory* published annually by P.J. Kenedy & Sons or any successor publication, or are controlled by any such corporation, trust, fund or organization that so appears, and are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, subject to any approvals described in these Articles of Incorporation or the Bylaws of the Corporation. Any assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and which are organized and operated exclusively for such purposes. No private individual shall share in the distribution of any Corporation's assets upon dissolution of the Corporation.

ARTICLE XIX

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of this Corporation shall be Merrill's Wharf, 254 Commercial Street, Portland, Maine 04101. The name of the registered agent of this Corporation located at the address of the registered office shall be Eric J. Wycoff.

ARTICLE XX

AMENDMENTS

Subject to subparagraph (B) of Article XVI of these Articles of Incorporation, these Articles of Incorporation may be amended by the Board of Trustees as set forth in the Maine Nonprofit Corporation Act.

AMENDED AND RESTATED BYLAWS OF TRUSTEES OF ST. JOSEPH'S COLLEGE

The name of the corporation is Trustees of St. Joseph's College (hereinafter the "College" or the "Corporation"). The College is a liberal arts college that nurtures intellectual, spiritual, and social growth in students of all ages and all faiths within a value-centered environment.

As a Mercy college, sponsored by the Institute of the Sisters of Mercy of the Americas, a public juridic person of the Roman Catholic Church (hereinafter "Sisters of Mercy of the Americas"), and affiliated with the Conference for Mercy Higher Education (hereinafter "CMHE"), the College is faithful to the mission and charism of the Sisters of Mercy of the Americas, Gospel values, and the teaching of the Roman Catholic Church.

In this context, "sponsorship" describes the relationship between the canonical sponsor, the Sisters of Mercy of the Americas and its colleges and universities. "Affiliation" describes the relationship with CMHE, which oversees and administers the sponsorship relationship on behalf of the Sisters of Mercy of the Americas and whose mission is the preservation and development of the core Catholic identity and mission of Mercy higher education in accord with the spirit, mission and heritage of the Sisters of Mercy of the Americas.

The Corporation by its Board of Trustees (hereinafter the "Board of Trustees" or the "Board") acknowledges and accepts that to be affiliated with CMHE and sponsored by the Sisters of Mercy of the Americas and to retain its status as such, the Corporation shall fulfill its purpose and conduct its affairs in the tradition of the Sisters of Mercy of the Americas, and shall at all times remain faithful to the Christian message as it comes through the Church and to the charism, heritage and mission of the Sisters of Mercy of the Americas, as further defined in the Covenant of Mercy Higher Education.

These Amended and Restated Bylaws of the Trustees of St. Joseph's College (hereinafter these "Bylaws") outline the duties and responsibilities of the Board of Trustees.

ARTICLE I

BOARD OF TRUSTEES

Section 1. Membership

a. The Board of Trustees shall consist of not fewer than eighteen (18) and not more than thirty- six (36) members (such members, hereinafter each a "Trustee"). At least two (2) Trustees shall be professed members of the Sisters of Mercy of the Americas.

b. The President of the College (hereinafter the "President") shall be an ex officio member of the Board of Trustees with vote.

c. Upon the recommendation of the Strategic Directions Committee, each member of the

Approved by SJC Board on October 23, 2020

Approved by the CMHE Board on November 20, 2020

Amended and Approved by SJC Board of Trustees on June 25, 2021

12414048.8

Board of Trustees shall be appointed by the Board of Trustees to serve a term not exceeding three (3) years. A Trustee shall not be entitled to serve more than three (3) consecutive terms after which such member shall be ineligible for one (1) year to serve as a member of the Board of Trustees. Any time spent as an officer of the Board of Trustees shall not be counted as part of the nine (9) year limitation of service on the Board of Trustees. If first appointed as a member during the course of a year, the first partial year shall not be counted as part of the first three-year term. Each member of the Board of Trustees shall hold office until a successor shall have been appointed and qualified, or until such Trustee resigns, dies or is unable to serve for any reason whatsoever. Any Trustee may resign by delivering a written resignation to the President or the Chair. Vacancies shall be filled by the Board but vacancies need not be filled unless membership on the Board of Trustees does not meet the minimum required as set forth in Section 1.a of this Article I. A Trustee appointed to fill a vacancy shall serve for the remainder of the unexpired term but such time served shall not be counted as part of the nine (9) year limitation of service provided above. A "term" is that period of time beginning with the first regular meeting of the Board of Trustees of the first semester at Saint Joseph's College and terminating after three (3) consecutive annual meetings of the Board of Trustees.

d. If a Trustee misses three (3) consecutive regular Board of Trustees meetings, the Chair of the Board (hereinafter, the "Chair"), after consultation with the Executive Committee, may recommend to the Board that such person's membership be terminated.

e. Any member of the Board of Trustees, any officer of the Board of Trustees, or any Trustee Emeritus appointed pursuant to Section 1.f of this Article I below, may be removed at any time, with or without cause, by a majority vote of the Board of Trustees.

f. The Strategic Directions Committee may nominate and the Board of Trustees may appoint any person having given distinguished service as a Trustee of the College to be Trustee Emeritus with the privilege of attending meetings of the Board of Trustees but without the right to vote. Any Trustee Emeritus shall be in addition to the number of Trustees set forth in sub-section a. above.

g. Indemnification: Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a Trustee or an officer of the College, or is or was serving on a committee of the Board of Trustees, shall be indemnified by the Corporation against expenses (not otherwise paid or reimbursed by insurance maintained by the Corporation), including reasonable attorneys' fees, costs of defense, judgments and fines, provided that no indemnification shall be provided for any person who did not act in good faith in the reasonable belief that such person's action was in the best interest of the Corporation. The determination as to whether a person acted in good faith shall be made by the Board of Trustees by a majority vote of a quorum consisting of Trustees who are not party to such action, suit or proceeding or if such quorum is not obtainable, or even if obtainable, if a majority of a quorum of disinterested Trustees so directs, or by independent legal counsel in a written opinion.

Section 2. Powers

Approved by SJC Board on October 23, 2020

Approved by the CMHE Board on November 20, 2020

Amended and Approved by SJC Board of Trustees on June 25, 2021

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a. The Board of Trustees of the College has fiduciary responsibility for oversight of the operations and assets of the College, and the functions, business and governance of the Corporation shall be directed by the Board of Trustees. The Board shall exercise its stewardship in a fiscally responsible manner to protect and preserve the assets of the College for present stability and future endeavors.

b. Notwithstanding anything to the contrary contained herein, and as a condition to the Corporation's affiliation with CMHE and sponsorship by the Sisters of Mercy of the Americas, in no event shall the Board of Trustees take any of the following actions without the prior written consent of the Board of Directors of CMHE or its successor or designee (in each case, however, only to the extent such consent is required under Canon Law):

- (i) approve a sale or disposition of all or substantially all of the assets, a merger, consolidation, reorganization, dissolution or liquidation of the Corporation, or other fundamental transaction contemplated by Title 13-B, Section 1001 of the Maine Nonprofit Corporation Act (or any applicable successor provision); or
- (ii) amend this Article 1, Section 2.b of these Bylaws with respect to the Corporation's Roman Catholic identity or the conditions provided herein or in the Corporation's Amended and Restated Articles of Incorporation (as the same may from time to time be further amended or restated, hereinafter the "Articles of Incorporation") relating to the affiliation of the Corporation with CMHE or its sponsorship by the Sisters of Mercy of the Americas.

The President may confer with the Executive Director of CMHE (or its successor or designee), or any other person authorized by CMHE (or its successor or designee) to determine whether the prior written consent of the Board of Directors of CMHE (or its successor or designee) is required pursuant to this Article 1, Section 2.b of these Bylaws, and the Corporation shall be entitled to rely upon a certification by the Executive Director of CMHE or other authorized person with respect to such requirement.

c. The Board of Trustees shall oversee the operations of the College in keeping with the laws of the State of Maine, these Bylaws, and the Articles of Incorporation. The Board shall establish regulations to govern its own procedures and proceedings. Rules and regulations that in the Board's judgment may be necessary for the proper administration of the College shall be clearly delineated in handbooks and other documents.

d. The Board shall approve the institutional budget and the strategic plan of the College, approve faculty promotions and grants of tenure, and confer all degrees in course.

e. The Board shall appoint the President and shall conduct an annual review of the President's performance and compensation.

f. The Board shall approve, upon the President's recommendation, the appointments of the institutional vice-presidents of the College.

Approved by SJC Board on October 23, 2020

Approved by the CMHE Board on November 20, 2020

Amended and Approved by SJC Board of Trustees on June 25, 2021

12414048.8

Section 3. Meetings of the Board of Trustees

a. **Frequency.** The Board of Trustees shall meet regularly at least three times each year upon a day and at an hour to be set by the Chair, in concurrence with the Board. The annual meeting of the Board of Trustees shall be the last meeting of the fiscal year.

b. **Notice.** Reasonably adequate written notice of all meetings shall be given, provided, however, that Trustees may, by writing, waive written notice of such meeting. Notices of special meetings shall state the purpose or purposes of the meeting. Special meetings may be called by the Chair or shall be called by the Chair or Secretary upon written request of any one-third (1/3) of the members of the Board. Attendance by any Trustee at any meeting shall constitute a waiver of notice of such meeting, except if such Trustee attends for the express purpose, stated at the commencement of the meeting, of objecting to the transaction of any business because the meeting has not been lawfully convened.

c. **Quorum.** A simple majority of the Board of Trustees shall constitute a quorum for the transaction of business, and the acts of a majority of the Board present at any meeting at which there is a quorum (including the adoption of any resolutions by such majority at any such meeting) shall be the acts of the Board, except as otherwise required by the Articles of Incorporation, these Bylaws, and the laws of the State of Maine. Voting by proxy is not permitted.

d. **Remote Participation.** Members of the Board or a committee of the Board may participate in a meeting of the Board or any committee of the Board by means of a conference telephone, live video or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by such means shall constitute presence in person at such meeting.

e. **Action by Trustees Without a Meeting.** Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the Board or of such committee, as the case may be, at any time before or after the intended effective date of such action, and such written consent is filed with the minutes of the proceedings of the Board or committee. For purposes of this Article I, Section 3.e of these Bylaws, both "written" and "signed" include communications that are transmitted and/or received by electronic means, including but not limited to by electronic mail. Such consents shall have, and may be stated by any officer of the Corporation to have, the same effect as a unanimous vote or resolution of the Board or such committee at a duly convened meeting hereof. Any such action taken by unanimous written consents may, but need not, be set forth in such consents in the form of resolutions or votes.

Section 4. Officers of the Board of Trustees

a. The officers of the Board of Trustees shall be the Chair, a Vice-Chair, and a Secretary. The officers of the Board of Trustees shall serve a term of one year with the option of additional terms.

Approved by SJC Board on October 23, 2020

Approved by the CMHE Board on November 20, 2020

Amended and Approved by SJC Board of Trustees on June 25, 2021

12414048.8

b. The Board of Trustees shall elect its officers from its membership annually unless a vacancy occurs, in which event such vacancy may be filled at any meeting of said Board.

c. The Chair shall preside at the meeting.

d. The Vice-Chair, or in such person's absence, the Secretary, shall act as Chair pro tem, and when so acting shall have the power and authority of that office.

e. The Secretary shall be responsible for the keeping and recording of adequate records of all transactions of the Board, other than financial. The Secretary also shall serve as Secretary of the Corporation and certify signatures of those who are authorized to sign financial documents.

Section 5. Committees of the Board of Trustees

a. Establishment and Organization. The Board may, by resolution, establish such standing or special committees as it deems appropriate to discharge its responsibilities. Each such committee shall have and may exercise, except as otherwise provided by law (including without limitation Section 709 of the Maine Nonprofit Corporation Act (or any successor provision)), such authority of the Board in the management of the Corporation's business and affairs as shall be provided in such resolution. The Chair and the President shall be ex officio members of all standing committees. The Chair shall appoint at least three (3) Trustees to each standing committee and the Chair shall name one such Trustee as the chair of such committee. In the committee chair's absence, the meeting shall be chaired by said person's designee, who must also be a Trustee. Additional committee members, including persons who are not members of the Board, may be appointed by the Chair. Each Board committee shall have a written statement of purpose and primary responsibilities as approved by the Board, and shall follow such rules of procedure or policy guidelines as the Board deems appropriate. Each standing committee shall meet at least three times annually and shall report regularly to the Board on its work, its progress in meeting its stated purposes, and any recommendations it may wish to present. Meetings of committees of the Board may be called by the respective chair thereof or by any two (2) members of the committee. Each Board committee shall keep regular minutes of its proceedings that are filed with the Secretary. Each Board committee shall have an officer of the College or other senior administrator, designated by the President, to support the work of the committee.

b. Standing Committees. Standing committees of the Board shall include (but are not limited to) the following: (1) Executive Committee, (2) Audit & Risk Management Committee, (3) College Environment Committee, (4) Finance Committee, (5) Mission & Legacy Committee, (6) Strategic Directions Committee, (7) Student Life & Learning Committee, and (8) Mission-Aligned Businesses/Sustainable Enterprises Committee.

c. Executive Committee: The Executive Committee shall consist of the Chair, Vice Chair, and Secretary of the Board, the President, and the chair of each other standing committee of the Board. In addition, in the event that a professed member of the Sisters of Mercy of America does not hold one of the above-mentioned positions, the Chair shall appoint one from among the Trustees to serve on the Executive Committee. The Executive Committee is hereby specifically authorized to perform the

Approved by SJC Board on October 23, 2020

Approved by the CMHE Board on November 20, 2020

Amended and Approved by SJC Board of Trustees on June 25, 2021

12414048.8

following functions (collectively, the "Specified Executive Committee Actions"): (1) serve as the Board's agent in helping the President to address business between regular Board meetings, (2) oversee the work of the Board committees and the Board's responsibility to advise and support the President, (3) assist the Chair and the President with their joint responsibility to help the Board function effectively and efficiently by suggesting Board meeting agenda items and by periodically assessing the quality of Committee work, and (4) assess the President's performance and recommend his/her compensation and benefits package to the Board. Without limiting the generality of the foregoing, the Executive Committee shall have and may exercise all of the powers and authorities of the Board in the management of the business and affairs of the College when the Board is not in session, and shall undertake such other responsibilities and duties as may be assigned from time to time by the Board, except that the Executive Committee shall not have the power and authority to: (a) adopt, amend or repeal these Bylaws or the Articles of Incorporation of the College, adopt a plan of merger or consolidation, or take any other action proscribed by Section 709 of the Maine Nonprofit Corporation Act (or any successor provision), or (b) unless expressly delegated such authority by resolution of the Board: (i) remove a member of the Executive Committee, (ii) elect officers, (iii) appoint or terminate the President, (iv) create or fill any vacancy on the Board, (v) confer degrees, (vi) incur indebtedness for or on behalf of the Corporation, or (vii) sell or otherwise dispose of real estate and other tangible property. Any actions taken by the Executive Committee in connection with the Specified Executive Committee Actions or otherwise in connection with the administrative function of the Executive Committee (including the approval of committee minutes) shall be decided by vote of a majority of the committee members present, a quorum being established. All other actions taken by the Executive Committee under this paragraph (including when exercising the powers and authorities of the Board in the management of the business and affairs of the College when the Board is not in session) shall, unless otherwise directed by resolution of the Board with respect to such actions, require the unanimous consent of all members of the Executive Committee. All actions of the Executive Committee shall be reported to the Board at its next meeting succeeding such action. Minutes of Executive Committee meetings shall be distributed in a timely fashion to each member of the Board.

d. Committee Procedures. Unless otherwise authorized by the Chair, the following procedures shall apply to all committees of the Board, whether standing or special: (i) reasonable advance notice of meetings shall be provided to each committee member, unless waived in writing; (ii) a quorum sufficient for the transaction of business by any committee shall consist of a majority of its members, and committee members may participate in committee meetings by telephone consistent with these Bylaws; and (iii) except as specifically described in Section 5.c of this Article I with respect to the Executive Committee, all committee matters shall be decided by vote of a majority of the committee members present, a quorum being established.

ARTICLE II

GOVERNANCE OF THE COLLEGE

Section 1. General Provisions

The governance of the College shall be under the direction of the President assisted by the

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Approved by the CMHE Board on November 20, 2020

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12414048.8

officers specified in these Bylaws. All members of the teaching and administrative staff shall be responsible to the President for the performance of their duties. Subject to law, and to the provisions of such rules and regulations as are promulgated by the President, each officer shall have, in addition to the duties and powers herein set forth, such duties and powers as are commonly incident to this office and such duties and powers as the Trustees may from time to time designate.

Except as the Trustees may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts, and other obligations made, accepted or endorsed by the College shall be signed by the President or by the Treasurer.

Section 2. President

a. The President shall be nominated by a search committee composed of members of the Board of Trustees, CMHE or its delegate, and other constituencies of the College and be appointed by the Board of Trustees.

b. The President shall be directly responsible to the Board of Trustees and may be dismissed by the Board of Trustees.

c. The President may authorize expenditures unanticipated within the current budget of the College in an amount which does not exceed a limit periodically established by the Board of Trustees.

d. The President may not on behalf of the College accept gifts which encumber the College with liability without prior approval from the Board of Trustees.

e. In the event of a vacancy in the office of President, the Board of Trustees shall appoint an interim President.

f. The President shall at all times have someone designated from the staff who will assume the responsibilities in the interim if the President is unable to fulfill the day to day duties of the position.

Section 3. Vice President & Chief Learning Officer

a. The Vice President & Chief Learning Officer (hereinafter the "VPCLC") of the College shall be appointed by the President with the approval of the Board of Trustees and shall be directly responsible to the President.

b. The VPCLC shall be responsible for ensuring the quality and intellectual integrity of the College's Learning Community through effective leadership and administration of its academic and learning resources and activities.

Approved by SJC Board on October 23, 2020

Approved by the CMHE Board on November 20, 2020

Amended and Approved by SJC Board of Trustees on June 25, 2021

12414048.8

c. The VPCLC shall act as liaison to the Student Life & Learning Committee of the Board of Trustees.

Section 4. Vice President & Chief Sponsorship and Mission Integration Officer

a. The Vice President & Chief Sponsorship and Mission Integration Officer (hereinafter the "VPCSMO") of the College shall be appointed by the President with the approval of the Board of Trustees and shall be directly responsible to the President.

b. The VPCSMO shall be responsible for ensuring an education and orientation to the College's philosophy, mission, and core values, the understanding and integration of the mission and core values throughout all levels of the College, and the strength of the College's identity as the Catholic College of Maine sponsored by the Sisters of Mercy of the Americas.

c. The VPCSMO shall act as liaison to the Mission & Legacy Committee of the Board of Trustees.

Section 5. Vice President & Chief Financial Officer

a. The Vice President & Chief Financial Officer (hereinafter the "VPCFO") of the College shall be appointed by the President with approval of the Board of Trustees and shall be directly responsible to the President.

b. The VPCFO shall serve as Treasurer of the College.

c. The VPCFO shall be responsible for ensuring the College's fiscal integrity and operational efficiency through effective administration and direction of its financial resources and activities.

d. The VPCFO of the College shall be the liaison to the Audit & Risk Management, Finance, College Environment, and Mission-Aligned Businesses/Sustainable Enterprises Committees of the Board of Trustees.

Section 6. Vice President & Chief Advancement Officer

a. The Vice President & Chief Advancement Officer (hereinafter the "VPCAO") of the College shall be appointed by the President with the approval of the Board and shall be directly responsible to the President.

b. The VPCAO shall be responsible for ensuring the quality and integrity of the College's advancement, development, communications and marketing resources and activities.

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12414048.8

e. The VPCAO shall be the liaison to the Strategic Directions Committee of the Board of Trustees.

ARTICLE III

AMENDMENTS

Subject to Article 1, Section 2.b of these Bylaws, these Bylaws may be amended, altered, added to or replaced in whole or in part by Board of Trustees.



MAINE

Department of the Secretary of State
Bureau of Corporations, Elections and Commissions

Corporate Name Search

Information Summary

Subscriber activity report

This record contains information from the CEC database and is accurate as of: Tue Feb 22 2022 09:26:50. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
TRUSTEES OF ST. JOSEPH'S COLLEGE	19550065ND	NONPROFIT CORPORATION (T13-B)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
09/19/1955	N/A	MAINE

Other Names (A=Assumed ; F=Former)

SAINT JOSEPH'S COLLEGE OF MAINE	A
SAINT JOSEPH'S COLLEGE	A

Clerk/Registered Agent

ERIC J. WYCOFF
MERRILL'S WHARF
254 COMMERCIAL STREET
PORTLAND, ME 04101

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