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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

March 6, 2024

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) to accept and expend \$57,600 in State Fiscal Year 2024 (SFY 24) from the State Homeland Security Grant Program funds available from the Department of Safety (DOS) to implement Cybersecurity training for State Agencies to participate in the training and assessment programs offered through the State Homeland Security Grant Program. Effective upon Governor and Council approval through August 31, 2026. 100% Federal Transfer from Other Agency

In SFY 24, funds shall be budgeted in 01-03-03-030010-13810000, Cyber Enhancements Grant as follows:

Class	Budget Category	Current Budget FY 24	Requested Action	Revised Budget FY 24
Income				
00D-488523-69	Class 085 Interagency 023 Revenue	\$420,080	\$57,600	\$477,680
	Totals	\$420,080	\$57,600	\$477,680
Expenditures				
102-500731	Contracts for Program Services	\$420,080	\$57,600	\$477,680
	Totals	\$420,080	\$57,600	\$477,680

EXPLANATION

This grant award is funded as part of the Department of Homeland Security Grant Program under the State and local Homeland Security Grant Program (SHSGP-HSGP). State Agencies will be eligible to participate in the training and assessment programs offered through this grant funded program.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
March 6, 2024
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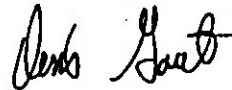
State Agencies will gain access to training in the following subjects: General Cybersecurity Awareness Training for public workers (General Training is not for IT professionals), Cybersecurity Training for Financial Teams (Including ACH Fraud and Payroll Fraud), Cybersecurity Training for IT Teams (Engineer Training of Common Attacks in 2023) (available as live online training only), Cybersecurity Microsoft O365 Secure Setup Review and Training (available as live online training only), Cybersecurity Voting Protection Training, Cybersecurity Advanced Indicator of Compromise Detection Training (available as live online training only), Data Privacy Training for Leaders and Elected Officials, and Technology & CJIS Training for Emergency Responders. Receipt of these training courses by Executive Branch employees will improve the Cybersecurity Posture across all state agencies.

The funds are to be budgeted as follows:

The funds in Class 102-Contracts for Program Services are required to plan, create and facilitate cybersecurity training. Receipt of these training courses by Executive Branch employees will improve the Cybersecurity Posture across all state agencies.

In the event Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Denis Goulet
Commissioner

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SPECIAL CONDITIONS – FFY 2023

SUBGRANTEE: Department of Information Technology

GRANT AWARD AMOUNT: \$57,600.00

GRANT TITLE: Cyber Exercise & Training for State Agencies

GRANT AWARD DATE: 11/17/2023

GRANT PROGRAM: 2023 Homeland Security Grant Program CFDA#: 97.067

DHS Grant Award Number: EMW-2023-SS-00048

ALL SPECIAL CONDITIONS MUST BE RESPONDED TO *WITHIN THIRTY (30) DAYS* FROM THE AWARD DATE AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED. **THESE GRANT FUNDS ARE AVAILABLE THROUGH, AND REIMBURSEMENT REQUESTS MUST BE RECEIVED BY, JULY 31, 2026.** Accordingly, per DHS/FEMA- Office of Financial & Grants Management guide: page 21: The award period is the period of time when Federal funding is available for obligation by the recipient. The recipient may charge to the grant only allowable costs resulting from the obligations incurred during the funding period... Any funds not properly obligated by the recipient within the grant award period will lapse and revert back to DOS or DHS/FEMA... The obligation period is the same as the award period listed on the award document.

BY SIGNING THIS FORM YOU AGREE TO THE CONDITIONS OF THIS GRANT.

* * * * *

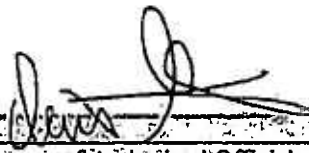
1. Please note the following special conditions for your grant award:

- a. Indicate which of the following is true regarding the project funded with these Homeland Security dollars by circling the correct selection (circle only one):
 - ☒ i. Sustaining or maintaining a capability acquired with federal homeland security funding;
 - ii. Sustaining or maintaining a capability acquired without federal homeland security funding; or
 - iii. Developing or acquiring a new core capability.
- b. Per 2023 Grant Guidance, please provide your UEI number here: MSD5TWNNZ-6P5
- c. The award letter process outline and reimbursement instructions must be followed
- d. No purchase of this equipment can be made until it is determined if an EHP review is required. If it is, no purchase can be made until an EHP approval is received. As stated in the AEL: "Certain products in this category have been identified as requiring an Environmental and Historic Preservation (EHP) review. EHP documents are located at the following website: <https://www.nh.gov/safety/divisions/homeland/2023HomelandSecurityGrant.html> and must be completed and submitted electronically to Pamela.Urban-Morin@dos.nh.gov.
- e. Per 2 CFR 208 and Subpart D, the organization must submit its most recent audit to be subject to a risk assessment testing for fiscal practices and capabilities. You must disclose any audit findings in the most recent Single Audit within 15 days of the date of this award. Any findings may necessitate the addition of more special conditions to this award accordance with the results of the standard risk assessment review. This grant is not VALID until the risk assessment is completed successfully.
- f. Procurement procedures per 2 CFR 200 or the State of NH written Administrative Rules and Policies related to purchasing and contracting must be followed and documentation attached must be submitted to DOS-GMB prior to any purchase as outlined. In addition, emphasis is placed on C I on page 2 of 17 in the Terms and Conditions attached.
- g. All grants awarded must follow the State process which involves a federal revenue transfer from our account into the awardee's account(s). This may require your office to process a G&C item to accept and expend these grant awards if they were not budgeted in SFY 24-25. A copy of your G&C item must be sent to DOS-Grants Management, Attention: Pam Urban-Morin.
- h. This is a reimbursement grant: The Division needs to purchase, install, and make operable any items covered by the grant. The Division will pay their vendor directly with proof available for submission to

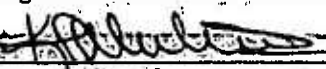
the Grants Management Bureau. The Division will submit request on letterhead with certification statement with the following:

- signifying the Grant Year of the award,
- that the project is completed, installed and operable,
- copies of invoices and proof of payment (Lawson screen shot is usually submitted) (s) to GMB
- sign the request letter and submit it along the above

2. **Project Implementation:** The subrecipient agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. For projects subject to EHP/NEPA, NO work can begin until EHP/NEPA approvals are granted. DOS-GMU will advise sub-recipient of the approval once received. DOS-GMB reserves the right to verify project start date. All projects must be completed at least 30 days prior to end of the grant period as specified on the Grant Special Conditions page. No work may be completed or be eligible for reimbursement if it occurs after the grant period end date.
3. All sub-grantees must comply with the Grant Terms and Conditions included with this award.
4. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2023 Homeland Security Grant Program Guidelines. Additional information about achieving compliance is available through the training officers at the NH Department of Safety's Fire Academy and EMS Bureau and the Division of Homeland Security and Emergency Management.
5. All sub-grantees must comply and be familiar with Homeland Security Presidential Policy Directive-8, the National Preparedness System* (NPS) and the National Preparedness Goal (NPG). See: <http://www.dhs.gov/presidential-policy-directive-8-national-preparedness>.
6. It is recommended that all grant recipients modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols. http://www.dhs.gov/xlibrary/assets/NRP_Brochure.pdf
7. Recurring costs/fees are not allowable for funding under the 2023 Homeland Security Grant Program with limited exceptions to maintain capabilities per DHS/FEMA guidance. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only and cannot extend beyond the end date of the grant.



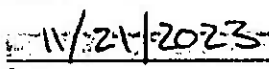
Signature of Authorized Official



Signature of Program Manager/Contact



Date



Date



ROBERT L. QUINN
COMMISSIONER

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

December 26, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Safety, Office of the Commissioner, to enter into a grant agreement with the Department of Information Technology (vendor code 311850 B001), 27 Hazen Drive, Concord, NH, in the amount of \$57,600 for the purpose of cyber incident response training through the State Homeland Security Program (SHSP) portion of the 2023 Homeland Security Grant Program. Effective upon Governor and Council approval through August 31, 2026. 100% Federal Funds.

Funds are available in the SFY 2024 operating budget and contingent upon availability and continued appropriations in SFY 2025 with authority to adjust between state fiscal years through the Budget Office if needed and justified as follows:

02-23-23-231010-11180000: Dept. of Safety, OCOM- HLS Training Grants
085-588503 23HS23SHST "Federal Grants to Other Agencies"

FY2024
\$57,600.00

EXPLANATION

This State Agency award is funded as part of the 2023 Department of Homeland Security Grant Program under the local Homeland Security Grant Program (HSGP) According to the Department of Homeland Security (2023), "acts of cyberwarfare, cyberterrorism, and cybercrime threaten the integrity of the virtual world, which houses many of the nation's most essential financial, communications, information, and security systems." This is equally true in the State of New Hampshire. This cyber security training and exercise program, led by NH DoIT, will prepare both leaders and technicians at both the Municipal levels to protect their cyberspace against potential data breaches that can fund terrorism and prepare for cyber intrusions that may result in failures of physical Information Technology infrastructure caused by terrorist actions. Funding from this grant will enable delivery of the following training and exercises to Municipal Leaders, First Responders, State Leaders, K-12 Administrators, across the State of New Hampshire.

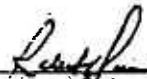
- General Cybersecurity Awareness Training
- Cybersecurity Training for Police and Fire Departments (Includes CJIS, Evidence, Dispatch)
- Cybersecurity Training for Financial Teams (Include ACH Fraud and Payroll Fraud)
- Cybersecurity Training for IT Teams (Engineer Training of Common Attacks in 2022)
- Legal Review of Documentation and Policies (Training on how to write them)
- Cybersecurity Incident Response Plan Creation and or Table-Top Exercise Training

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- *Cybersecurity Microsoft O365 Secure Setup Review and Training (Includes Advanced Log Review)*
- *Cybersecurity Google Workspace Secure Setup Review and Training (Includes Advanced Log Review)*
- *Cyber Protections for SCADA Networks Training (Focused on Water)*
- *Cybersecurity Training for Educators (Focused on K-12 Schools and SAU's)*
- *Cybersecurity Voting Protection Training*
- *Cybersecurity Advanced Indicator of Compromise Detection Training (For IT Engineers)*
- *Data Privacy Training for Leaders and Engineers (With Legal Regulations).*
- *HIPAA or Technology oriented CJIS Training for Emergency Responders.*

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

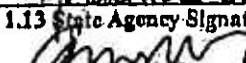
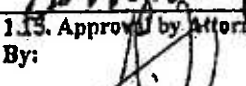

Robert L. Quinn
Commissioner of Safety

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: Department of Safety		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Department of Information Technology		1.4. Grantee Address 27 Hazen Drive, Concord NH 03305	
1.5. Grantee Phone # 603-223-5744	1.6. Account Number 10-2310-11180000-588503	1.7. Completion Date 8/31/26	1.8. Grant Limitation \$57,600.00
1.9. Grant Officer for State Agency Pamela Urban-Morin, Administrator		1.10. State Agency Telephone Number 603-271-7663	
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 K.L. WEEKS, CISO	
Grantee Signature 2 		Name & Title of Grantee Signor 2 DENIS GOULET, CIO	
Grantee Signature 3 		Name & Title of Grantee Signor 3 Rosanne Curry, Dir of Finance	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Amy L. Newbury, Director of Administration	
1.15. Approved by Attorney General (Form, Substance and Execution) (If G & C approval required) By:  Assistant Attorney General, On: 1/2/24			
1.16. Approved by Governor and Council (if applicable) By: _____ On: 1/			

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").

1. **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 in block 1.3 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "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 1.3 (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 B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, 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 M.R.S.A. 807 through 7-a.
 - 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 1.3 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.
7. **RECORDS AND ACCOUNTS.**
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date 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, 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 copies of all contracts, invoices, materials, payments, 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 artificial, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general 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, transcripts, surveys, maps, charts, sound recordings, video recordings, printed reproductions, drawings, engravings, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

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.

No data shall be subject to copyright in the United States or any other country by anyone other than the State.

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.

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.

CONDITIONAL NATURE OF 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 over, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

EVENT OF DEFAULT/REMEDIES.

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.

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 better 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 obligations 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.

TERMINATION.

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. 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.

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 release 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.

Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Grantee hereunder, the Grantee may terminate this Agreement without cause upon thirty (30) days written notice.

CONFLICT OF INTEREST. No officer, member or 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. **GRANTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Grantor, its employees, and any subcontractor or subgrantee of the Grantor are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantor 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 Grantor 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 Grantor other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantor 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 Grantor or Subcontractor, or subgrantee or other agent of the Grantor. 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 AND BOND.**
- 17.1 The Grantor 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 workmen's compensation and employee liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public 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; 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. Each policy shall contain a clause prohibiting amendment or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
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 Grantor.
19. **NOTICE.** Any notice by a party herein to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, to the United States Post Office addressed to the parties in 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 herein and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
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 binds to the benefit of the parties and their respective successors, and assigns. The express and contents of the "wholes" which 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 herein.
22. **THIRD PARTIES.** The parties herein 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 herein.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.