



## Lincoln Electric Apprenticeship Program Terms & Conditions

THESE TERMS AND CONDITIONS (“TERMS”) GOVERN THE REGISTERED APPRENTICESHIP PROGRAM ADMINISTERED BY LINCOLN ELECTRIC. EMPLOYER ACCEPTS THESE TERMS AND CONDITIONS BY SIGNING THE EMPLOYER AGREEMENT FORM AND BY PARTICIPATING IN THE PROGRAM.

### 1. Definitions.

- a. “**Employer**” shall mean the corporation, limited liability company, sole proprietorship or other legal entity that signs the Employer Agreement Form.
- b. “**Employer Agreement Form**” shall mean the Lincoln Electric Employer/Union/Postsecondary PPE Information and Agreement Form signed by the Employer.
- c. “**Lincoln Electric**” or “**Lincoln**” shall mean The Lincoln Electric Company, an Ohio corporation.
- d. “**Personal Protective Equipment**” or “**PPE**” shall mean the equipment furnished by Lincoln Electric pursuant to the Program and that is to be worn to minimize exposure to hazards and similar risk that may cause injuries and illnesses in the workplace or similar location of employment.
- e. “**Personally Identifiable Information**” shall mean information that, either alone or when combined with other data, can be used to distinguish or trace the identity of an individual, household, or device, and that is subject to, or otherwise afforded protection under, a data protection law, statute, or regulation.
- f. “**Program**” shall mean the apprenticeship program administered by Lincoln Electric through a grant from the American Association of Community Colleges to solely provide PPE (the “**Cooperative Agreement**”) to Registered Apprentices in accordance with the requirements of Title 29 Code of Federal Regulations (“CFR”), parts 29 and 30.
- g. “**Registered Apprentice**” shall mean an apprentice of Employer that meets the requirements as set forth in The National Apprenticeship Act, 29 CFR 50, as amended, and who completes and submits the Lincoln Electric Apprentice PPE Information Form.

### 2. The Program.

- a. Pursuant to the Employer Agreement Form and these Terms, Lincoln Electric, at its sole discretion, may provide PPE to Registered Apprentices. For avoidance of doubt, Lincoln Electric is not providing any stipends, travel expenses, machinery, other equipment, or any other items, products or services under the Program.
- b. Employer agrees to cooperate with Lincoln Electric in good faith to provide any reasonable information and other data required by Lincoln Electric to administer the Program and acknowledges that failure to provide the same constitutes a material breach of these Terms.
- c. Employer shall ensure its Registered Apprentice is part of a registered state or federally approved apprenticeship program and its Registered Apprentice shall meet any other standards as determined by Lincoln Electric at its sole discretion. Employer shall be responsible for conducting and paying for all testing, background checks, and other requirements to ensure its Registered Apprentice meets any minimum qualifications pertaining to the Program.
- d. After Employer determines its Registered Apprentice satisfies the minimum qualifications for the Program, Employer shall submit such Registered Apprentice’s completed “Lincoln Electric Apprentice PPE Information Form.” Lincoln Electric may, in its sole discretion, independently verify such Registered Apprentice satisfies the minimum qualifications for the Program.

### 3. Audit and Record Retention.

- a. Employer shall maintain accurate, and complete records and other documents relating to the Program for a period of seven (7) years from the expiration or termination of the Program (the “**Retention Period**”). All such records shall be kept in conformance with generally accepted accounting principles at Employer’s principal place of business. At any time during the Retention Period, and upon written request from Lincoln Electric, Employer shall, within thirty (30) days of receipt of such written request, make available to Lincoln Electric any and all information and documentation regarding Employer’s compliance with the obligations set forth herein.
- b. At any time during the Retention Period, Lincoln Electric or its representatives may, upon advanced written request and at Lincoln Electric’s expense, conduct an audit and copy from Employer’s records and other documents (including computer files and supporting orders and invoices) as necessary to verify Employer’s adherence to these Terms. Lincoln Electric may conduct any audit under this Section 3 of the Terms at any time during Employer’s regular business hours at Employer’s principal place of business, provided such audit does not unreasonably interfere with Employer’s course of business and Lincoln Electric



provides Employer at least thirty (30) days advanced written notice of the same. Employer shall cooperate with Lincoln Electric in conducting any such audit. At its sole expense and discretion, Lincoln Electric may perform audits hereunder using a third-party. At its sole expense and discretion, Lincoln Electric may perform audits herein under remotely or at Employer's principal place of business or other location. Employer shall permit entry of Lincoln Electric and (if applicable) its third-party auditor to its principal place of business to perform inspections of Employer's records and other documents for purposes of conducting audits under this Section, or access to the same. For purposes of clarity, the audit rights set forth in this Section 3(b) are not meant or intended to limit any other audit rights afforded to Lincoln Electric under any other terms or conditions related to the Program and are in addition to any other requirements set forth herein.

4. **Publicity.** Employer shall not make any public announcements in respect of the Program or these Terms or otherwise communicate with any news media without the prior written consent of Lincoln Electric.
5. **Confidentiality.** From time to time during the term of the Employer's participation in the Program, Lincoln Electric may disclose or make available to Employer information about its business affairs (including its participation in federally funded programs), products, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by Employer; (ii) is or becomes available to Employer on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of Employer before being disclosed by or on behalf of Lincoln Electric; (iv) was or is independently developed by Employer without reference to or use, in whole or in part, of any of Lincoln Electric's Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. Employer shall: (A) protect and safeguard the confidentiality of Lincoln Electric's Confidential Information with at least the same degree of care as Employer would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use Lincoln Electric's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; and (C) not disclose any such Confidential Information to any person or entity, except to Employer's personnel who need to know the Confidential Information to assist Employer, or act on its behalf, to exercise its rights or perform its obligations under the Program. Employer shall be responsible for any breach of this Section caused by any of its personnel. Upon Lincoln Electric's written request, Employer shall promptly return, and shall require its personnel to return to Lincoln Electric all copies, whether in written, electronic or other form or media, of Lincoln Electric's Confidential Information, or, if Lincoln Electric so advises, destroy all such copies and certify in writing to Lincoln Electric that such Confidential Information has been destroyed. In addition to all other remedies available at law, Lincoln Electric may seek equitable relief (including injunctive relief) against Employer and its personnel to prevent the breach or threatened breach of this Section and to secure its enforcement.
6. **Privacy and Data Security.** With regard to any Personally Identifiable Information, including any Personally Identifiable Information related to a Registered Apprentice, that Employer provides to Lincoln Electric under these Terms and the Program, Employer hereby acknowledges and agrees that Lincoln Electric shall collect, use, and retain such information in accordance with its Student Privacy Notice and Policy (available at <https://education.lincolnelectric.com/wp-content/uploads/2019/02/Student-Privacy-Notice-Policy-003.pdf>), which may be amended from time to time. Employer warrants to Lincoln Electric that Employer (i) has the lawful authority to provide such Personally Identifiable Information to Lincoln Electric, (ii) has obtained (when required by law) written consent authorizing the provision of such Personally Identifiable Information, and (iii) has furnished to all individuals whose Personally Identifiable Information is being so provided to Lincoln Electric notice of all of the foregoing.
7. **Term.** These Terms shall remain in full force and effect for so long as Employer or any Registered Apprentice is participating in the Program.
8. **Termination.**
  - a. *For Convenience.* Lincoln Electric, in its sole discretion, may terminate the Program as permitted by the Cooperative Agreement at any time, without cause, by providing at least ten (10) days' prior written notice to Employer.



- b. *With Cause.* Lincoln Electric may terminate the Program on notice to Employer if: (i) Employer breaches any material provision of these Terms or Employer's participation in the Program otherwise threatens to place Lincoln Electric in breach of the Program; (ii) Employer (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business; (iii) Employer fails to comply with any applicable laws; or, (iv) Registered Apprentice's apprenticeship terminates prior to successful completion.
- c. *Effect of Termination.* Upon the termination of the Program for any reason, Employer shall immediately return or destroy, at Lincoln Electric's discretion, all Lincoln Electric Confidential Information. For purposes of clarity, Employer's obligation to return or destroy Lincoln Electric Confidential Information shall not relieve Employer's recordkeeping obligations set forth at Section 3 of these Terms. The expiration or termination of Employer's participation in the Program, for any reason, shall not release either party from any obligation or liability to the other party that: (i) has already accrued hereunder; (ii) comes into effect due to the expiration or termination of Employer's participation in the Program; or, (iii) otherwise survives the expiration or termination of Employer's participation in the Program.

## 9. Representations and Warranties.

- a. Each party represents and warrants to the other party that (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under these Terms; and, (iii) the execution of any documents for the Program has been duly authorized by all necessary corporate or organizational action of such party, and (v) when the Employer Agreement Form is executed by Employer, this Agreement will constitute a legal, valid and binding agreement by the parties, enforceable against each party in accordance with its terms.
- b. Employer further represents and warrants to Lincoln Electric that (i) Employer is not receiving any other federal funding for, or otherwise directly related to, the Program, (ii) its Registered Apprentice has not been convicted of a felony criminal conviction under any Federal law within the preceding twenty-four (24) months; and (ii) Employer or Registered Apprentice does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- c. EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS SET FORTH HEREIN, LINCOLN ELECTRIC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

**10. Waiver and Release.** Employer for itself and its respective present and former parents, subsidiaries, affiliates, officers, directors, shareholders, members, successors, and assigns hereby expressly releases, waives, and forever discharges Lincoln Electric and its respective present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, shareholders, members, agents, representatives, successors, and permitted assigns of and from any and all claims, actions, causes of action, suits, losses, expenses, liabilities, obligations, damages, and demands of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, or equity arising out of or in connection with the Program or these Terms whether arising out of the negligence of Lincoln Electric or Employer or otherwise, except for any claims relating to rights and obligations preserved by, created by, or otherwise arising out of the Program and/or these Terms and any liabilities that cannot be released or waived under federal, state, or local law.

**11. Indemnification.** Employer shall indemnify and defend Lincoln Electric and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, that are incurred by the Indemnified Parties, arising out of or related to any claim alleging (i) breach or non-fulfillment of any provision of the Program or these Terms by Employer; (ii) any act or omission of Employer or its personnel (including any reckless or willful misconduct) in connection with the Program; or (iii) any failure by Employer or its personnel to comply with any



applicable federal, state, or local laws, regulations, or codes.

**12. Limitation of Liability.** IN NO EVENT SHALL LINCOLN ELECTRIC BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THESE TERMS, THE PROGRAM OR ANY BREACH OF THESE TERMS OR THE PROGRAM, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT EMPLOYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**13. Regulatory Compliance.** Employer acknowledges and agrees that in order to participate in the Program, it will be subject to, and must comply with, certain terms and conditions promulgated by the U.S. Department of Labor, which are set forth in Exhibit A. If at any time Employer cannot, for any reason whatsoever, comply with the terms and conditions promulgated by the U.S. Department of Labor (Exhibit A), it must immediately provide written notification to Lincoln Electric of the same and comply with any of Lincoln's requests related thereto, including any audit and investigation regarding such non-compliance. Employer's notification of non-compliance does not, in any manner, relieve or release Employer of any obligation or responsibility set forth herein.

**14. Miscellaneous.**

- a. *Severability.* If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify these Terms so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- b. *Amendment and Modification.* These Terms may be amended or modified by Lincoln Electric, in whole or in part, upon notice to Employer as may be necessary to comply with the terms of the Cooperative Agreement. Any changes or modifications will be effective immediately upon the giving of notice to Employer, including by posting an updated copy of these Terms to [<https://education.lincolnelectric.com/programs/welding-training-for-industry/>]. Employer's continued participation in the Program constitutes its acceptance of the any such changes or modifications to these Terms. If Employer does not wish to accept the modifications to these Terms, Employer may notify Lincoln Electric within (10) days of notice of the changes that it wishes to terminate its participation in the Program.
- c. *Assignment.* Employer may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Lincoln Electric. Lincoln Electric may assign any of its rights or obligations without any consent of Employer. Any purported assignment or delegation in violation of this Section shall be null and void. No valid assignment or delegation by Employer shall relieve Employer of any obligations hereunder.
- d. *Relationship of the Parties.* Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employer/employee or agency relationship. Employer shall be an independent contractor pursuant to these Terms. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party. For avoidance of doubt, the Registered Apprentices are not employees or apprentices of Lincoln Electric.
- e. *No Obligation.* Nothing herein shall obligate Lincoln Electric to give Employer or a Registered Apprentice any PPE or obligate Lincoln Electric to any other action unless expressly set forth herein.
- f. *Governing Law.* These Terms and any matters arising out of or relating to these Terms and/or the Program shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule whether of the State of Ohio or any other jurisdiction.
- g. *Entire Agreement.* These Terms, together with the Employer Agreement Form and any exhibits hereto, contain the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter.



## Exhibit A

### Department of Labor ETA Cooperative Agreement Terms and Conditions

The following terms and conditions, taken from the Department of Labor Grant, apply to Employer in carrying out the Program in accordance with these Terms, as applicable. For purposes of this appendix, any reference to “recipient” shall mean Employer, and any reference to “government,” “sponsor” or “cognizant official” shall mean Lincoln Electric. In the event of any conflicting terms between the Terms and this Exhibit A, this Exhibit A shall control for only such conflicting provision.

#### 1. Regulatory Requirements

Employer agrees to follow all applicable federal grant regulatory requirements, Uniform Administrative Requirements, Cost Principles, and such other requirements as are contained in Titles 2, 20, 29 and 48 of the Code of Federal Regulations, the Wagner Peyser Act of 1933, as amended by the Workforce Investment Act of 1998 and the Workforce Innovation and Opportunity Act of 2014, and applicable OMB circulars.

#### 2. Travel

Lincoln Electric shall not reimburse Employer or Registered Apprentice for any travel whatsoever.

[The remainder of this section is intentionally omitted].

#### 3. Audits

Organization-wide or program-specific audits shall be performed in accordance with 2 C.F.R. Part 200, Subpart F, the Audit Requirements of the Uniform Guidance, which apply to audits for fiscal years beginning on or after December 26, 2014. DOL award subrecipients including for-profit and foreign entities that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 C.F.R. 200.501. For-profit and foreign entities that are recipients or subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200.

#### 4. Closeout/Final Year Requirements

At the end of the Department of Labor Grant period, Employer will be required to close its participation in the grant with Lincoln Electric. The information concerning Employer's responsibilities at closeout may be found at 2 CFR 200.343. During the closeout process, Employer must be able to provide documentation for all direct and indirect costs that are incurred. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection. The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the grant period (2 CFR 2900.15).

#### 5. Equipment

Employer must receive **prior approval** from Lincoln Electric to purchase any equipment as defined in the Uniform Guidance at 2 C.F.R. 200.33. Equipment purchases must be made in accordance with 2 C.F.R. 200.313 or 2 C.F.R. 200.439. Employer may not purchase equipment during the last year of the period of performance or the last year of full program service delivery (not follow up activities) whichever comes first. This may not be the same as the last twelve months of the period of performance. If any approved acquisition has not occurred prior to the last funded year of performance, approval for that item(s) is rescinded.

#### 6. Personally Identifiable Information

Employer must satisfy the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), found at [https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_39\\_11.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_39_11.pdf).

#### 7. Procurement

The Uniform Guidance Procurement Standards at 2 C.F.R. 200.317-326 require all Department of Labor Grant award recipients and subrecipients (including Employer) to conduct procurement transactions in a manner that promote practical, open and free competition.

#### 8. Publicity

No funds provided under the Department of Labor Grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to



support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

**9. Buy American Notice**

Pursuant to P.L. 115-141, Division E, Title VI, Section 606 and 607, by receiving funds disbursed under the Department of Labor Grant, Employer agrees to comply with Sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act"). Additionally, no funds may be made available to any person or entity that has been convicted of violating the Buy American Act. For the purposes of this award, the Buy American Act requires Employer to use, with limited exceptions, only 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States. These exceptions do not apply to 1) items for use outside of the United States, 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is less than the micro-purchase threshold (currently \$10,000). In order to claim an exception under options 1 or 2, Employer must get prior approval from Lincoln Electric. Prior approval is not needed for purchases under the micro-purchase threshold.

**10. Health Benefits Coverage for Contraceptives**

Pursuant to P.L. 115-141, Division E, Title VII, Section 726, Federal funds may not be used to enter into or renew a contract which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF HealthPlans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs. In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

**11. Prohibitions on Contracting with Corporations with Felony Convictions**

Pursuant to P.L. 115-141, Division E, Title VII, Section 746, Employer may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

**12. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities**

Pursuant to P.L. 115-141, Division E, Title VII, Section 745, Employer may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**13. Prohibitions on Procuring Goods Obtained Through Child Labor**

Pursuant to P.L. 115-141, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015. DOL has identified these goods and services here: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

**14. Prohibition on Providing Federal Funds to ACORN**

Pursuant to P.L. 115-141, Division H, Title V, Section 522, no funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.



**15. Reporting of Waste, Fraud and Abuse**

Pursuant to P.L. 115-141, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, and abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

**16. Requirement to Provide Certain Information in Public Communications**

Pursuant to P.L. 115-141, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state: (i) The percentage of the total costs of the program or project which will be financed with Federal money; (2) The dollar amount of Federal funds for the project or program; and (3) The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

**17. Restriction on Health Coverage for Abortions**

Pursuant to P.L. 115-141, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

**18. Restriction on Lobbying/Advocacy**

Pursuant to P.L. 115-141, Division H, Title V, Section 503, no federal funds may be used by a grant recipient, other than for normal and recognized executive-legislative relationships, to engage in lobbying or advocacy activities related to the enactment of federal, state, or local legislation, regulation, appropriations, order, or other administrative action, except in presentation to Congress or a State or local legislature itself or for participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

**19. Restrictions on the Prohibition of Drug Legalization**

Pursuant to P.L. 115-141, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

**20. Restriction on the Purchase of Sterile Needles or Syringes**

Pursuant to P.L. 115-141, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

**21. Salary and Bonus Limitations**

Pursuant to P.L. 115-141, Division H, Title I, Section 105, Recipients and subrecipients (including Employer) shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the [OPM.gov](http://www.opm.gov) website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2020/executive-senior-level>). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at



<https://wdr.doleta.gov/directives/attach/TEGL/TEGL05-06.pdf>.

## **22. Drug-Free Workplace**

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182, require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. Employer must notify Lincoln Electric and the awarding office if an employee of Employer is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

## **23. Executive Orders**

Executive Order 12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

Executive Order 13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Executive Order 13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

Executive Order 13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

## **24. Prohibition on Trafficking in Persons**

Provisions applicable to a recipient that is a private entity. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not (A) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (B) Procure a commercial sex act during the period of time that the award is in effect; or (C) Use forced labor in the performance of the award or subawards under the award. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity (A) Is determined to have violated a prohibition in paragraph a.1 of this award term; or (B) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either (i) Associated with performance under this award; or (ii) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2998. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity (I) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or (II) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either (A) Associated with performance under this award; or (B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section (A) implements section 106(g) of the Trafficking Victims Protection



Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (B) Is in addition to all other remedies for noncompliance that are available to us under this award. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity. For purposes of this award section: "Employee" means either (A) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or (B) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. "Private entity": (A) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. (B) Includes: (i) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b) or (ii) A for-profit organization. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**25. Veterans' Priority Provisions**

The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with the DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at <https://wdr.doleta.gov/directives/attach/TEGL/TEGL10-09.pdf>.

**26. Equal Opportunity**

Employer will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40-years old or older. Employer will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30.

**27. Affirmative Action**

Employer acknowledges that it will adopt an affirmative action plan in accordance with 29 Title CFR § 30.4-30.9 (required for sponsors with five or more registered apprentices by two years from the date of the sponsor's registration or by two years from the date of registration of the program's fifth (5<sup>th</sup>) apprentice). Information and technical assistance materials relating to the creation and maintenance of an affirmative action plan will be made available on the Department of Labor's Office of Apprenticeship's website.