

EXHIBIT D For Interagency Agreements

SPECIAL TERMS AND CONDITIONS

AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

COPYRIGHTS AND TRADEMARKS: Contractor shall assign to CalRecycle any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Scope or Work of this Agreement, including the right to register for copyright or trademark of such materials. Such title will include exclusive copyrights and trademarks in the name of the State of California.

For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:

"Prepared as part of CalRecycle contract number IWM0xxxx or DRR0xxxx, Total Contract Amount \$xxxx pursuant to Government Code section 7550."

DELIVERABLES: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Publications/PubGuide/ and shall be reviewed by CalRecycle's Contract Manager in consultation with the CalRecycle editor.

(The Contractor is encouraged to consult with CalRecycle's project management and editorial staff early in the development process to ensure deliverable requirements are clearly understood and to minimize the need for revisions.)

ENVIRONMENTAL JUSTICE: In the performance of this Contract, Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (Government Code Section 65040.12(e))

RECYCLED-CONTENT CERTIFICATION AND REPORTING: Contractors shall certify in writing, under penalty of perjury, to CalRecycle, the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, or supplies purchased with contract dollars (PCC § 12205(a)). This certification shall be provided to CalRecycle as supporting documentation submitted with every invoice on the Recycled Content Certification Form (Exhibit D, Attachment 1), also available at: <http://www.calrecycle.ca.gov/Contracts/Forms/default.htm> CalRecycle will report these purchases in its annual State Agency Buy Recycled Campaign (SABRC) Procurement Report; therefore, to avoid double counting these purchases, the contractor should not include these purchases in their SABRC Procurement Report that is submitted to CalRecycle [if the contractor is required to submit a report].

RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating

recycled-content products, please search the recycled-content product database available at: www.calrecycle.ca.gov/RCP. If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled-content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the postconsumer (PC) content clearly printed on them. In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% postconsumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the postconsumer recycled content of the paper (i.e., "printed on 100% postconsumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.

SUBCONTRACTING: All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.

WASTE REDUCTION: In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. Steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.

TRAVEL CLAUSE: All travel will be reimbursed at the exempt travel rates in accordance with the California Code of Regulations Title 2, Chapter 3, Article 2, Section 599.615.1, et seq.