Artorney Martin D. Cohn

WITNESS, my hand and seal of office the //thay of

July, A.D. 1968.

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#### EXHIBIT B

## Eckley Miners' Village Associates 2 Eckley Main Street Weatherly, PA 18255

Be it resolved that the Board of Directors of (name of Associate Group), on the day of June, 2007, voted to enter into the Associate Agreement with the Pennsylvania Historical and Museum Commission.

Name/President

Name/ Secretary or Treasurer Date

### EXHIBIT C

## NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of this contract, Contractor agrees as follows:

- A. In the hiring of any employees for the manufacture of supplies, performance or work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- C. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- D. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- E. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplies by the contracting officer of the Bureau of Contract Administration and Business Development.
- F. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- G. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

### EXHIBIT D

# CONTRACTOR INTEGRITY PROVISIONS

#### 1. DEFINITIONS:

- A. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
- B. Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
- C. Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
- D. Financial interest means:
  - (1) Ownership of more than a five percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- E. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meats, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- 2. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other regulations, or other requirements that govern contracting with the Commonwealth.
- 3. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.
- 4. The Contractor shall not, in connection with this or any agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
- 5. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.