

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

In the event of a dispute between EDD and the Contractor over any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both EDD and the Contractor. An election for arbitration to this provision shall not preclude either party from pursuing any remedy for relief otherwise available.

2. Workforce Investment Act

Contractor agrees to conform to nondiscrimination provisions of the Workforce Investment Act (WIA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 37.

Contractor agrees to conform to the provisions of the Workforce Investment Act (WIA) and the contract requirements as referenced in 29 CFR, Part 95, Appendix A and 29 CFR, Part 97.36(i)(1-13).

3. Termination

This Agreement may be terminated by EDD by giving written notice to the Contractor 30 days prior to the effective date of such termination.

4. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such shall any such delay in or failure of performance constitute default, if such delay or failure that performance is impossible.