

Coronavirus Worker Safety Fund

Expense requirements

All expenses must be:

1. Incurred by the policyholder between March 1, 2020 and the close of the fund;
2. Submitted by an authorized company representative;
3. Associated with the coronavirus crisis;
4. Direct costs (equipment, shipping, handling, delivery, mileage and when approved, staffing) without indirect expense allocations;
5. Related primarily to employee safety;
6. Documented;
7. Not reimbursable or anticipated to be reimbursed to the policyholder by another entity or government program; and
8. Related to new safety activities not previously in place or committed to by the policyholder prior to the crisis.

Certification and assurances

The undersigned represents, warrants, and certifies that:

1. The signer is authorized to act on behalf of the listed SAIF policyholder;
2. The signer has fully read and understands the requirements of this coronavirus worker safety fund program;
3. All expenses to be incurred by the policyholder subject to this program, whether funded before or after qualifying purchases are made, meet all program requirements;
4. SAIF is not responsible for and assumes no liability for any goods purchased, and shall not be liable to the policyholder or the policyholder's third-party agents, suppliers, or vendors engaged under or related to this program;
5. The policyholder shall use funds provided under this program solely for costs, expenses, goods, or services expressly allowed, permitted, or authorized by this program;
6. At SAIF's direction, the policyholder shall remit itemized receipts, invoices, and all other documentation as may be reasonably required by SAIF evidencing use of any and all program funds;
7. The policyholder shall, upon reasonable advance notice from SAIF or its third-party representatives, allow access to the policyholder's program-related documents as necessary to audit the policyholder's obligations under this program;
8. The policyholder shall immediately remit to SAIF any funds which SAIF, in its reasonable yet sole discretion, deems to have been spent on goods, services, or activities not authorized under this program;
9. The policyholder shall immediately remit to SAIF any unused program funds upon the earlier of either the purchase deadline provided in any program approval letter or the termination of the program, and any unused funds not returned shall be subject to the highest statutory interest rate allowed by applicable law;

10. SAIF has an absolute setoff right against the policyholder for funds SAIF orders to be returned, which are not returned according to any deadline set in a cure letter sent by SAIF, including against policyholder affiliates, subsidiaries, parent companies, and all other affiliate business entities under common control or ownership, by any percentage, with the policyholder;
 - a) SAIF's setoff rights shall be to the fullest extent allowed by law and may include, but not be limited to, offsetting subject amounts against the policyholder's policy premiums, SAIF dividend payments the policyholder may otherwise be eligible for, and any other amounts that may be otherwise due to the policyholder by virtue of its relationship with SAIF;
11. The policyholder understands that anything submitted to SAIF becomes a public record subject to Oregon law;
12. SAIF does not have and shall not acquire actual, constructive, virtual, or partial ownership of any goods, services, equipment, or improvements acquired by or engaged using program funds, nor shall SAIF accept any surplus, deliveries, or assist with or effect any surplus distributions;
13. No purchases or use of any program funds will directly benefit any SAIF employee;
14. The policyholder understands that agreement to these conditions is binding as to the policyholder, policyholder affiliates, subsidiaries, parent companies, and all other affiliate business entities under common control or ownership, by any percentage, with the policyholder;
15. The policyholder expressly understands that this program is being provided to SAIF policyholders on a limited and gratuitous basis. SAIF reserves the right to discontinue or modify the program at any time, and at its sole and absolute discretion;
16. The policyholder understands this program is not an offer to contract, and that the policyholder shall not acquire any contract rights, whether such rights are express, implied, direct, or indirect. The policyholder expressly waives any causes of action related to promissory estoppel; and
17. SAIF is not providing tax advice. Any and all program guidance, documentation, information, materials, and records should not be considered tax advice. All questions regarding tax impacts related to program participation must be directed to your tax professionals.