

## NON-DISCRIMINATION CLAUSE

The Development Owner must include the following Nondiscrimination Clause in all PennHOMES funded contracts. The development owner must also require that its contractors include this clause in all subcontracts.

- A. The ( \_\_\_\_\_ ), hereinafter referred to as the  
Name of Owner/Contractor/Subcontractor  
“Owner/Contractor/Subcontractor”, shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex. The Owner/Contractor/Subcontractor shall take affirmative action to insure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, handicap, ancestry, national origin, age or sex. Such affirmative action shall include but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training. The Owner/Contractor/Subcontractor shall post in conspicuous places available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- B. The Owner/Contractor/Subcontractor shall state in advertisements or requests for employment placed by it or on its behalf, that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex.
- C. The Owner/Contractor/Subcontractor shall send each labor union or worker’s representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker’s representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by the Owner/Contractor/Subcontractor.
- D. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that the Owner/Contractor/Subcontractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Owner/Contractor/Subcontractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- E. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons so that the Owner/Contractor/Subcontractor will be unable to meet its obligations under this nondiscrimination clause, the Owner/Contractor/Subcontractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

- F. The Owner/Contractor/Subcontractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the Owner/Contractor/Subcontractor's noncompliance with the nondiscrimination clause of this *CONTRACT* or with any such laws, this *CONTRACT* may be terminated or suspended, in whole or in part. Owner/Contractor/Subcontractor may be declared temporarily ineligible for further COMMONWEALTH contracts and other sanctions may be imposed and remedies invoked.
  
- G. The Owner/Contractor/Subcontractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If the Owner/Contractor/Subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
  
- H. The Owner/Contractor/Subcontractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
  
- I. The Owner/Contractor/Subcontractor shall include the provisions of this nondiscrimination clause in every subcontract so that such provisions will be binding upon each subcontractor.
  
- J. The Owner/Contractor/Subcontractor obligations under this clause are limited to the Owner/Contractor/Subcontractor's facilities within Pennsylvania or, where the *CONTRACT* is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

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Ownership Entity

By: \_\_\_\_\_

Time: \_\_\_\_\_

Date: \_\_\_\_\_