



Cummins Grant Agreement

Directions

Please return the completed grant agreement to the following:

- natalia.colloca@cummins.com
- corporate.responsibility@cummins.com

Agreement

This grant agreement (“Agreement”) is made effective as of the Effective Date, by and among The Cummins Foundation Inc. and/or Cummins Inc. (“Grantor”), and Grantee. The Grantor and the Grantee may be referred to herein individually as a “Party” and collectively as the “Parties.” The grant described hereunder may be referred to herein as the “Grant”.

Grant details:

Grant amount:	\$5,000.00
Project start & end date:	Start: 03/04/2022 End: 07/31/2022
Project description:	Qualify students in Welding Program by purchasing a track burner for practice.

Organization details:

Grantee legal/registered name:	warren county school district
Grantee primary place of business:	warren, PA
Grantee Federal Tax Identification Number (EIN):	25-1157816
Grantee primary contact person name:	Matthew Jones
Grantee primary contact persons email:	jonesm@wcsdpa.org
Grantee primary contact persons phone number:	814-723-6900 x1034

Funding will be dispersed as follows:

- **2022- \$5,000.00**
 - Upon signature of grant agreement

Reporting:

The Grantee agrees to submit progress reports and/or a final report based on the project start and end dates provided in the grant application. If the project is delayed and/or the report date needs to be adjusted please contact the Grant Manager - Ashley Gregg (Ashley.gregg@cummins.com) and the Corporate Responsibility mailbox (corporate.responsibility@cummins.com). The Grantee is to use the provided standard grant template.



The Grantee agrees to submit these reports to the Cummins project leader associated with the grant application by the following dates:

- **Report 1: August 31, 2022**

The Grantee is wholly responsible for ensuring that reports are submitted on time. If written reports are not submitted to Cummins on a timely basis, Cummins may withhold further Grant payments, if any, to the Grantee and to any affiliate organization under this agreement or under any other Cummins grant agreement.

Delinquent or unsatisfactory reporting may also affect the grantee's eligibility for future grants from Cummins.

In witness whereof, each of the Parties has caused this Agreement, including the attached terms and conditions, to be executed by its duly authorized representative as of the Effective Date.

Terms and Conditions

1. Grantee shall use the Grant Funds solely for the Project and consistent with the terms of this Agreement. Grantee shall repay to Grantor any portion of the Grant Funds which are not used for such Project. Any changes in the purposes for which Grant Funds are spent or changes in a budget line must be approved in writing by Grantor before Grant Funds are spent. Upon termination of this Agreement, Grantee shall return to Grantor any unused or undistributed portion of the Grant Funds.
2. Interim and Final Reports shall describe the status of the Project and the programs conducted by the Grantee and expenditures made with the Grant Funds. Please submit these reports to Grantor Contact.
3. All Grant Funds must be expended for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").
4. Grantee shall not use any portion of the Grant Funds herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3).
5. For the Grantor to confirm Grantee's eligibility to receive the Grant Funds, Grantee will not promote or engage in behavior which is in direct violation of Grantor's corporate policies contained within this document, including but not limited to:
 - (a) As the signatory executing this Agreement on behalf of Grantee, I am authorized by the Grantee to submit this Agreement.
 - (b) As the signatory executing this Agreement on behalf of Grantee, I am not an employee of or an immediate family member of an employee of the Grantor, or its respective parents, subsidiaries, affiliates, divisions, or distributors.
 - (c) Grantee is a registered, non-profit, tax-exempt 501(c)(3) charitable or municipal organization, and has provided a certificate of registration that documents Grantee's registration as a charitable organization.
 - (d) Grantor prohibits discrimination based on race, gender, color, disability, national origin, age, religion, union affiliation, sexual orientation, veteran status, citizenship, gender identity and/or expression, or



(e) other status protected by law; programs and projects using Grant Funds will also follow these non-discrimination guidelines both in terms of serving clients and using volunteers.

6. The Grantee further understands that this Grant will not be used for any of the following purposes:

(a) To undertake any activity for any purpose other than the charitable purposes specified in Section 170(c)(2)(B) of the United States Internal Revenue Code;

(b) Religious programs or sectarian programs for religious purposes; or

(c) To violate any United States law.

7. In addition, there are certain Grant conditions and restrictions of Grantor which Grantee must agree to as a condition of accepting the Grant. These conditions are as follows:

(a) Except as otherwise set forth herein, no substitution of this Grant is offered, no transfer of this Grant to a third party is permitted.

(b) The Grant Funds are to be expended within one year of receipt unless agreed otherwise. Any Grant Funds that are not spent or committed for the purposes of the Grant within one year of receipt shall be returned to Grantor.

(c) Grantor reserves the right, in its sole discretion, to discontinue funding at any time if it is not satisfied with the progress of the Grant, the content of any report, or if the partnership or Grant no longer meets Grantor's needs.

8. Grantee acknowledges that Grantor has not earmarked the use of grant funds for any other organization or individual and will not direct or control the selection of any subgrantee or subcontractor or the use of the grant funds by any subgrantee or subcontractor.

9. Each Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation.

10. Beyond the rights and obligations specifically stated herein, Grantor disclaims any legal right to control or otherwise influence Grantee's use of any Grant Funds provided pursuant to this Agreement. It is expressly understood that by making this grant, Grantor has no obligation to provide additional funding to Grantee.

11. Grantee shall notify Grantor immediately of (a) any change in Grantee's legal or tax status, (b) any change in Grantee's executive staff or key staff responsible for achieving the Project, (c) any event that would have a reasonable likelihood of adversely affecting the Grantee, the Sub-Grantees or the Project in a material manner.

12. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the Grant Funds or in carrying out the Project or the terms of this Agreement, except to the extent such claims, liabilities, losses or expenses arise from or in connection with any negligent act or omission of Grantor, its officers, directors, trustees, employees or agents.



13. Neither party shall be liable to the other party for any incidental, indirect, consequential, special, punitive or exemplary damages of any kind, including lost revenues or profits, loss of business or loss of data, in connection with this agreement.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to any conflict of laws rules or principles.

15. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes with entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties hereto.

16. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon the expiration of the second day after the date of deposit in the United States mail as registered or certified mail, return receipt requested, postage prepaid, addressed to the parties as follows or their then current address if notice of such change of address has been given pursuant to this Section:

If to Grantee:

ATTN:

James Evers

eversj@wcsdpa.org

If to Grantor:

ATTN: Natalia Colloca

natalia.colloca@cummins.com

corporate.responsibility@cummins.com

Signature:

Signature of eligible grant organization representative:	
Printed name:	James Evers
Title:	
Date:	

Cummins Project Contacts and Information

1. Is this your first time applying for a Cummins grant opportunity:

No

2. WWID of applicant:

QG548

3. Name of applicant:

Rachel E Deno

4. Email of applicant:

rachel.deno@cummins.com

5. WWID of Cummins project leader - this will be the person responsible for final grant reporting (can be same as above):

QG548

6. Name

Rachel E Deno

7. Title:

HR Generalist

8: Email:

rachel.deno@cummins.com

9. Please list the names and titles of leaders involved in the project:

Name (first last)	Title	Brief description of involvement
10. CR leader who approved this project		
Jim Schacht		
11. Business unit with which grant is associated:		
Engine		
12. Region in which grant will be implemented:		
North America - All Other		
13. Name of the site applying for the grant:		
JEP		
14. If multi-site project, please list the other major site(s):		

Project Overview

15. Type and select legal name of grantee/organization:

Warren High School

16. Name of project: WCCC Welding Technology Track Burner Unit

17. Grant request amount (USD):

5000

18. Is this a multi-year grant? If yes, please ensure the annual dollar (USD) breakdown is included in the budget upload

(https://cummins365.sharepoint.com/:c/r/sites/GRP_CC33596_stg/Grant%20Documents/CDG%20Project%20Budget%20Template.xlsx?d=wa5cb24533f4d4ea5b3feb5de38924df7&csf=1&web=1&e=1SDrGq) required at the end of the application:

No

19. Priority area in which you expect to make the most impact - click here

(https://cummins365.sharepoint.com/:p/r/sites/GRP_CC33596_stg/Grant%20Documents/Cummins%20Grant%20Report%20Template.pptx?d=wda33a4cadba241f0a82f281f83e5259&csf=1&web=1&e=rFNEd) to view report template and metrics that will need to be collected based on priority area selected

(example: a project in the elementary school teaching children about recycling would be an environmental project):

Education

20. Categorize grant/project by selecting all fields that apply:

Education:

- ☐ Early childhood ☐ Elementary (grades 1 - 6) ☐ Secondary (grades 7 - 12) ☒ Vocational & Technical ☐ University ☐ Adult ☐ Mentoring

Environment:

- ☐ Environmental Education ☐ Water ☐ Waste ☐ Energy ☐ Reforestation ☐ Gardening ☐ Beautification/Cleanup

Equality of Opportunity:

- ☐ Youth ☐ Elderly ☐ Women ☐ Disabilities ☐ Hunger ☐ Homelessness/Housing ☐ Transportation ☐ Diversity Inclusion

21. Summary of project implementation plan; details can be included in the attachments (project timeline, key deliverables and clarification if multiple phases):

The Warren County Career Center proposes purchasing a Go-FER IV track burner for use by students in its Welding Program of Study. Welding students will use the equipment to assist in meeting the requirements for American Welding Society (AWS) qualifications. The Go-Fer IV allows students to cut larger pieces of metal into usable samples for practice and assessment.

22. Project start date (reminder - grants are reviewed approximately 30 days after submission; funding disbursed approximately 30 days after approval):

2022-03-04

23. Project end date (used to determine reporting due dates; final project reports are due within 30 days of the project end date):

2022-07-31

24. List the total number of engagement hours planned as part of this project funding:

30

25. List the total number of employees that will be engaged:

2

26. List the engagement activities that will be completed:

Two employees working with up to thirty adult students per year through Warren-Forest Higher Education Council.

27. Describe how project results and program funding will be maintained after the expiration of the grant?

The WCCC expects that the burner will continue to serve the students of the WCCC for many years after the expiration of grant funding. WCCC building funds will be used to maintain and/or repair burner through the lifetime of the machine.

Organization Details

28. Is your fiscal non profit partner a school or government entity?

Yes

If you answered yes to the previous question, please skip this question. List the Employer Identification Number (EIN) of the organization (use the following link to search and/or verify: <https://apps.irs.gov/app/eos/>):

29. First and last name of authorized signer:

James Evers

30. Email of authorized signer:

eversj@wcsdpa.org (mailto:eversj@wcsdpa.org)

31. Organization street address:

347 East 5th Ave

32. City:

Warren

33. Type and select state:

Pennsylvania

34. Grantee zip code:

16365

35. Type and select country:

United States

36. Organization phone number (Area code - phone number):

814-726-1260 extension 3503

37. Does this project have an implementing partner?

No

38. If yes, please note the name of the implementing partner:

Categorize grant/project by selecting all fields that apply:

39. I have verified that the organization(s) applying for the grant aligns to Cummins Treatment of Others Policy.

Yes

If the organization has a religious mission statement, I have verified that they are a historical partner and no proselytization will be part of the project.

Yes

I have verified that the project is located in an area that is easy to access and safe for employees.

Yes

40. Does any member of the Cummins project team have a personal affiliation with the organization(s) applying for grant funds (example - Cummins employee is a member of the Board of this organization, or does a Cummins employee have a child in this school)?

Yes

41. If yes, please explain the relationship:

There are approximately 60 Cummins employees living in Warren PA. Many have students that attend Warren Schools

Document Uploads

42. In this section you will need to upload only one PDF document that includes the following:

- Budget breakdown - Feel free to use the provided template (https://cummins365.sharepoint.com/:x:/r/sites/GRP_CC33596_stg/Grant%20Documents/CDG%20Project%20Budget%20Template.xlsx?d=wa5cb24533f4d4ea5b3feb5de38924df7&csf=1&web=1&e=QgxaKj)example.
- EIN Verification - Not required for schools or government organizations. Use the following link to search for organization, click organization name link and print/save page as a PDF -<https://apps.irs.gov/app/eos/> (<https://apps.irs.gov/app/eos/>)
- Any additional documentation or information
- Here is how you can create one PDF file for your supporting documents. (https://cummins365.sharepoint.com/:w:/r/sites/GRP_CC33596_stg/Grant%20Documents/How%20to%20create%201%20PDF%20file%20for%20your%20grant%20uploads?d=w3fd5da0cc0f04bed94ddca985c8e3d62&csf=1&web=1&e=Edt08H)

Attachments:

Cummins Grant Application under \$5,000 WCCC Welding Technology FINAL.pdf ([https://cummins365.sharepoint.com/sites/eeec/Lists/Grants/attachments/2108/Cummins Grant Application under \\$5,000 WCCC Welding Technology FINAL.pdf](https://cummins365.sharepoint.com/sites/eeec/Lists/Grants/attachments/2108/Cummins Grant Application under $5,000 WCCC Welding Technology FINAL.pdf))

CR/Admin Processing Requirements

CR-1. Funding type (check all that apply):

- ☐ General Operation ☐ Programmatic ☒ Tools / Materials / Equipment ☐ Human Resources ☐ IT ☐ Capital/Facility Improvements
☐ CMI Site Engagement

CR-2. Corporate initiative, if applicable:

- ☐ Womens Program ☐ TEC ☐ Water ☐ Six Sigma ☐ Racial Justice

CR-3. General funding trend (check all that apply):

- ☐ Community Center ☒ School-based projects ☐ Space Renovation ☐ Classroom Materials ☐ Outdoor Space ☐ Clean-up
☐ Domestic Violence ☐ Curriculum ☐ Pay to Play (large group/team building) ☐ Other - must list comments

CR-4. Check to confirm project start/end date:

Yes

CR-5. List CIT leader email and any other contacts who would like to receive notifications: Note: please enter email ids separated with semicolon.

Grant Admin

Admin-1 : Check to verify that the final grant approval has been uploaded:

Admin-2. Does the grant require multiple reporting dates?

Report Date #1:

Report Date #2:

Report Date #3:

Close (/Grant/MyGrants?SPHostUrl=https%3A%2F%2Fcummins365.sharepoint.com%2Fsites%2Feeec%2F)

CUMMINS JAMESTOWN ENGINE PLANT GRANT REQUEST- under \$5,000

Date of Request: October 26, 2021

Organization: Warren County Career Center

Organization Address: 347 East 5th Ave
Warren, PA 16365

Federal Employer Identification Number: 25-115-7816

Contact Person: James Evers

Contact Phone Number: 814-726-1260 extension 3503

Contact Email Address: eversj@wcsdpa.org

Project Name: WCCC Welding Technology Track Burner Unit

Amount Requested: \$3,277.00 (base machine)

Please circle which Cummins priority area this project aligns to:

Education

Social Justice

Environment.

Project Description: The Warren County Career Center proposes purchasing a Go-FER IV track burner for use by students in its Welding Program of Study. Welding students will use the equipment to assist in meeting the requirements for American Welding Society (AWS) qualifications. The Go-Fer IV allows students to cut larger pieces of metal into usable samples for practice and assessment.

Describe any partnership your organization has had with Cummins, Inc. Jamestown Engine Plant (JEP) in the past:

- Cummins provided the WCCC with a cut-out diesel engine for demonstration purposes in both the Automotive Technology and Machine Technology Programs of Study.

Volunteer opportunities provided:

(include project description, number of volunteers who served, and dates)

- None

Previous grant funding your organization has received over the last three years:

(include amount, dates, project descriptions and outcomes)

- The WCCC has received no grant funding from Cummins in the past three years.

Please submit your grant application to:

QG548@cummins.com



BANK DETAILS PROFILE

New Request ☐

Updated Request ☐

Grantee Information

Grantee Name:

Remit Address:

Contact Name:

Position:

Phone:

Fax:

Email address:

ACH/EFT Information

Bank Name:

Bank Telephone number:

Beneficiary Name:

Account Number:

ABA/Transit/Routing Number:

Wire Details

- **Bank Name:**
- **Bank Telephone number:**
- **Beneficiary Name:**
- **Beneficiary Account Number:**
- **Currency:**
- **Swift Code:**
- **Sort Code (UK use ONLY):**
- **Routing transit # **CANADIAN PMT ONLY****

Wire Details (Correspondent Banks/Third Party Use ONLY)

- **Bank Name:**
- **Bank Telephone number:**
- **Beneficiary Name:**
- **Beneficiary Account Number:**
- **Currency:**
- **Swift Code:**
- **Sort Code (UK use ONLY):**
- **Correspondent Bank Name and Account number, if applicable:**

Grantee-Authorized Signature: _____ **Date:** _____



Cummins Community Development Grant

Summary

- Please complete the corresponding slides within 30 days of the project close date which was listed on your grant application. If this date has changed and your project is not yet complete, please notify us immediately to make the necessary adjustments to the reporting schedule.
- This data will be used for internal assessment and external reporting.
- **Please send the completed report to the following:**
 - **Corporate Responsibility Leader** and your **direct Cummins contact** for the project
 - If you do not know who the Corporate Responsibility leader is, please reach out to your Cummins contact person
 - **CR Inbox** - corporate.responsibility@cummins.com

Thank you for your hard work and supporting your community!

Project Detail

Organization/Project:

- Non Profit Organization:
- Project Name:
- Month and Year of Approval:
- City, State, Country of Project:
- Amount of Funds Received:
- Project Dates (Start/End):

Priority Area:

- Choose a priority area that your organization's mission aligns with most? (Highlight all that apply)
 - Education
 - Environment
 - Equality of Opportunity
- Choose a priority area that the project aligns with most? (Highlight all that apply)
 - Education
 - Environment
 - Equality of Opportunity
 - *Please complete the metrics slides for the priority areas chosen.*

Data Collection

Directions:

1. Input the details for engagement for your project on slide 5.
2. Input project data by scrolling to find the priority area in which your project is aligned.
 - Only input data into the fields that are associated with your priority area selected for this project on the previous slide.
 - Please indicate "N/A" for "Not Applicable" for any project outcome metric which does not apply to your project. (For example: Education – Jobs – N/A (if project works with 5th graders))
3. Include any supporting documents, pictures, comments, other into slide 9.
4. Once submitted, this data will be extracted by the grant admin.
5. If you have any questions/concerns please follow up with your Cummins contact.

***Data captured in this report is for this project only.**

Engagement

(Required for all projects.)

Insert data in this row by clicking in the field. ➡

How many Cummins employees engaged?	
Number of Cummins employees	Total hours volunteered

*Please reach out to your Cummins project leader for the total number of Cummins employees and hours.

Education

(Only complete this slide if your project is in the Education priority area.)


Education Category	Students	Grade Level	Jobs	Other
Please highlight <u>one</u> of the following which best describes the purpose of your project:	How many unique students did you support or work with?	Please highlight the level(s) you worked with?	How many students secured jobs?	What successes and key accomplishments have your project achieved that were not captured through previous metrics?
<ul style="list-style-type: none">• Access to Education/Scholarship• Facility/Resources Improvement• Job Creation• Leadership Development• Mentoring/Coaching/Teaching• STEM• TEC• Other – specify the category below		<ul style="list-style-type: none">• Pre - primary• Primary• Secondary• Post secondary or adult• Not Applicable		

Insert data in this row by clicking in the field. ➡

Environment

(Only complete this slide if your project is in the Environment priority area.)


Environment Category	Water	Trees	Waste		GHG	Education	Other
Please highlight <u>one</u> of the following which best describes the purpose of your project:	How many kiloliters of water did your project conserve or make fit for use?	How many trees or seedlings did you plant?	How many metric tons of waste did you collect?	How many metric tons of the collected waste were recycled or diverted from landfills?	How many metric tons of Greenhouse Gas did your project reduce?	How many people were educated?	What successes and key accomplishments have your project achieved that were not captured through previous metrics?
<ul style="list-style-type: none"> • Air Pollution Reduction/Mitigation • Beautification/Cleanup • Biodiversity/Ecosystem Recovery • Community Garden • Energy Efficiency/Renewable Energy • Environmental Education • Facilities Improvement/Landscaping • Soil Erosion Control • Tree Planting • Waste Management/Reuse, Reduce, Recycle (3R's) • Water Conservation/Water Quality • Other – specify the category below 							

Insert data in this row by clicking in the field. 

Equality of Opportunity

(Only complete this slide if your project is in the Equality of Opportunity priority area.)

Equality of Opportunity Category	People	Training	Jobs	Other
Please highlight <u>one</u> of the following which best describes the purpose of your project:	How many unique individuals did your project serve?	How many total hours of training did your project provide?	How many of the unique individuals served received jobs?	What successes and key accomplishments have your project achieved that were not captured through previous metrics?
<ul style="list-style-type: none">• Access to Services• Entrepreneurship/Financial Independence• Food Poverty• Health/Medical• Homelessness/Shelter• Housing• Job Creation• Mentoring/Coaching• Poverty• Workforce Development• Other – specify the category below				

Insert data in this row by clicking in the field. 

Supporting Documents

▪ All Grantees

- Please share any additional metrics you may have in relation to the project. If you have specific metrics that were identified in your signed grant agreement, please be sure to include them here.
- Please attach any additional pics/documents that can help share the details of the project.
- Feel free to add additional slides as needed.

▪ Projects \$100,000 or over

- Please attach a financial breakdown of projected spend (as documented in the original grant application) vs. final spend.



Certificate Of Completion

Envelope Id: 7D3E8D980AE4479593E54AC93083144C

Status: Sent

Subject: Cummins - March Grant Approval - Warren High School

Source Envelope:

Document Pages: 20

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Cummins Corporate Responsibility

301 Jackson Street

Columbus, IN 47201

corporate.responsibility@cummins.com

IP Address: 68.50.67.227

Record Tracking

Status: Original

3/28/2022 12:55:06 PM

Holder: Cummins Corporate Responsibility

corporate.responsibility@cummins.com

Location: DocuSign

Signer Events**Signature****Timestamp**

James Evers

eversj@wcsdpa.org

Security Level: Email, Account Authentication
(None)

Sent: 3/28/2022 1:00:37 PM

Viewed: 3/29/2022 6:46:29 AM

Electronic Record and Signature Disclosure:

Accepted: 3/29/2022 6:46:29 AM

ID: 50b6c35b-0fa7-41f7-872c-3f767014c55a

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Rachel E Deno

rachel.deno@cummins.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jim Schacht

jim.schacht@cummins.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/29/2022 2:35:44 AM

ID: 30dd2c95-70fe-4e93-a3c6-5aa0182aae66

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

3/28/2022 1:00:37 PM

Certified Delivered

Security Checked

3/29/2022 6:46:29 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Cummins Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Cummins Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: corporate.responsibility@cummins.com

To advise Cummins Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at corporate.responsibility@cummins.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Cummins Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to corporate.responsibility@cummins.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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