

**GRANT AGREEMENT BETWEEN THE
TEXAS SPACE COMMISSION**

and

[REDACTED]

for

**SPACE EXPLORATION AND AERONAUTICS RESEARCH FUND
GRANT NO. [SEARF #####-B]**

SECTION 1. THIS SPACE EXPLORATION AND AERONAUTICS RESEARCH FUND (“SEARF”) GRANT AGREEMENT (“Grant Agreement”) is between the Texas Space Commission (“TSC”), and [REDACTED] (“Grantee”). The TSC and Grantee are hereinafter referred to either individually as the “Party,” or collectively as the “Parties.” The Parties hereto have severally and collectively agreed and by the execution of this Grant Agreement are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

1.1. Parts Incorporated. Unless otherwise specified, all exhibits, schedules, or attachments referenced in this Grant Agreement are incorporated into and expressly made a part of this Grant Agreement.

SECTION 2. AUTHORITY; PURPOSE.

2.1. Authority. The legislature tasked the TSC in Section 482.101, Texas Government Code, with strengthening the State’s proven leadership in civil, commercial, and military aerospace activity and promoting innovation in the fields of space exploration and commercial aerospace, including the integration of space, aeronautics, and aviation industries into the economy of this state. To that end, and pursuant to Section 482.302, SEARF may be used to award grants to eligible entities for the purpose of [development of emerging technologies required for any aspect of human space flight; research involving any aspect of space exploration and space flight; workforce training to promote space exploration and space flight; curation of post-mission materials involved in space exploration and space flight; and development of infrastructure useful or necessary for the establishment or maintenance of a spaceport]. The TSC may enter and administer this Grant Agreement pursuant to Section 482.107(c)(3), Texas Government Code, which authorizes the TSC to contract with any entity.

2.2. Purpose. The purpose of this Grant Agreement is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. Payment of grant funds to Grantee is not automatic. The TSC’s reimbursement of funds is dependent upon Grantee’s strict compliance with the terms of this Grant Agreement, including documentation the TSC, in its sole discretion, determines is sufficient to justify the transmission of funds.

2.3. Project Requirements. Subject to the requirements of applicable laws, regulations, and this Grant Agreement, Grantee may use grant proceeds for certain reasonable, necessary, and otherwise allowable costs that are directly allocable to the project described in Exhibit A (Grant Budget), Exhibit B (Grant Narrative), and Exhibit C (Special Conditions) of this Grant Agreement, and Grantee's Grant Application (collectively, the "Grant Project").

SECTION 3. TERM OF AGREEMENT. The term of this Grant Agreement commences on the date of last signature below ("Effective Date") and terminates upon **[DATE]**, the completion of the Grant Project as described herein, the depletion of grant funds, or the date of termination pursuant to the terms of this Grant Agreement, whichever occurs first ("Termination Date").

Unless otherwise approved by the TSC, as evidenced by written communication from the TSC to Grantee, grant funds distributed pursuant to this Grant Agreement shall not be expended after the Termination Date. If, as of the Termination Date, Grantee has not used grant money for permissible services, expenses, or costs related to the Project, and has not received approval from the TSC for a no cost extension to the term pursuant to Section 6.11, then Grantee shall return any unused grant funds to the TSC on or before the thirtieth day after the Termination Date, and shall forfeit any remaining grant funds that have not been provided to Grantee.

SECTION 4. MAXIMUM LIABILITY OF THE TSC. Notwithstanding any other provision of this Grant Agreement, the TSC and Grantee agree the total liability of the TSC to Grantee arising out of this Grant Agreement shall not exceed **[AMOUNT] (\$[AMOUNT])** ("Maximum Liability of the TSC") to be used solely for the Grant Project. The Parties stipulate and agree that any act, action, or representation by either Party, their agents or employees that purports to increase the liability of the TSC is voidable by the TSC, unless such increase is by written amendment in accordance with Section 23 of this Grant Agreement. The Parties agree the award is subject to the requirements established in this Grant Agreement and demonstration of progress towards achievement of the milestones set forth herein.

4.1. Grant Agreement Not Entitlement or Right. This Grant Agreement does not create an entitlement or right to grant funds. Receipt of grant funds depends upon, among other things, strict compliance with all terms, conditions, and provisions of this Grant Agreement. Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the TSC in excess of the Maximum Liability of the TSC as set forth in this Section 4.

SECTION 5. GRANT BUDGET, GRANT NARRATIVE, AND SPECIAL CONDITIONS.

5.1. The Grant Budget. The "Grant Budget" is established in attached Exhibit A. The Grant Budget is the approved budget for the planned expenditure of awarded grant funds, with expenditures identified by approved cost category. The Grant Budget may be subject to adjustments as set forth in Section 5.4 of this Grant Agreement, and any such adjustments shall be incorporated herein as part of this Grant Agreement without further amendment to this Grant Agreement.

5.2. Grant Narrative. The "Grant Narrative," including the grant objectives, milestones, and timeline, is established in attached Exhibit B. Grantee shall perform the Grant Project in accordance with this Grant Agreement. Grantee shall conduct Grant Project within the State of

Texas with Texas-based employees unless otherwise specified in the Grant Narrative or the Grant Budget.

The TSC and Grantee hereby adopt the terms of the Grant Project in their entirety, incorporate them as if fully set forth herein, and agree that the description, goals, timeline, and milestones set forth in Exhibit A (Grant Budget), Exhibit B (Grant Narrative), and Exhibit C (Special Conditions) accurately reflect the Grant Project to be undertaken by Grantee and the milestones expected to be achieved.

Grantee shall use commercially reasonable efforts to complete the goals of the Grant Project pursuant to the timeline reflected in Exhibit B and shall timely notify the TSC if circumstances occur that materially and adversely affect completion of the goals. Modifications, if any, to the Grant Project must be agreed to in writing by both parties as set forth in Section 23. Material changes to the Grant Project include, but are not limited to, changes in key personnel involved with the Grant Project, the site of the Grant Project, and the milestones expected to be achieved.

5.3. Special Conditions. Any Special Conditions imposed by the TSC are reflected in or authorized by Exhibit C.

5.4. Adjustments. Prior written approval from the TSC is required for any grant adjustments, including adjustments to the scope of the Grant Project or the Grant Budget. A request for prior approval of adjustments shall be in the format specified by the TSC and shall be accompanied by a narrative justification for the proposed revision.

The TSC, in its sole discretion, and upon written notice by the TSC to Grantee of any proposed adjustment, and after Grantee has had an opportunity to respond to the proposed adjustment, may adjust Grantee's Grant Budget, Grant Narrative, Special Conditions, or any other items deemed appropriate by the TSC, at any time, during the term of this Grant Agreement.

5.5. Grant Program Limitations. Except as may be further limited by the TSC, grant proceeds are only available to pay for certain reasonable, necessary, and otherwise allowable costs that are directly allocable to the Grant Project.

5.6. Eligible Grantee. Grantee must remain an eligible business entity in the State of Texas during the entire term of this Grant Agreement. The eligibility criteria are set forth in Subchapter Chapter 482, Texas Government Code and 10 T.A.C. § 321.6.

SECTION 6. DISBURSEMENT OF GRANT PROCEEDS; REPORTING.

6.1. Payment of Grant Award Proceeds. The TSC will reimburse grant funds for allowable expenses and costs incurred pursuant to this Grant Agreement upon Grantee request in reports submitted in accordance with this section, consistent with the Grant Budget. It is the policy of the TSC to make payment on a properly prepared and submitted Financial Status Report on or before the thirtieth calendar day after the TSC's approval and final acceptance of a Financial Status Report.

6.1.1. Milestones. Notwithstanding anything to the contrary in this Grant Agreement, to the extent that completion of certain milestones, as set forth in the Grant Project, is required before the Grantee may receive funds, Grantee agrees it will complete those milestones before the TSC will provide any additional funds to the Grantee. The TSC reserves the right to terminate this Grant Agreement if Grantee does not meet a key milestone.

6.2. Reports. Grantee shall provide to the TSC all applicable reports in a format specified by the TSC. Grantee shall ensure that it files each report or document required by the TSC in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that Grantee is required to submit shall be transmitted to the TSC as soon as possible under the circumstances and without unreasonable delay.

6.3. Financial and Grant Status Reports.

6.3.1. Financial Status Reports. Grantee shall submit *TSC Form FS-1-B (Financial Status Report for Private Entities and Nonprofits)* to document all costs and allowable expenses paid with grant funds.

6.3.2. Grant Status Reports. Grantee shall submit *TSC Form GS-1-B (Grant Status Report for Private Entities and Nonprofits)* to document all grant activities during the prior reporting period. If Grantee has not undertaken grant activities during a reporting period, Grantee must still submit the report required under this provision and report “N/A” or “No Grant Activities.”

6.3.3. Report Submission Timelines. Grantee shall submit *TSC Form FS-1-B* and *TSC Form GS-1-B* quarterly to the TSC on or before the thirtieth day after the end of the quarter covered by the form, as detailed in Table 1.

<i>Report for activities during the . . .</i>	<i>is due to the TSC by . . .</i>
First Quarter (Sept. – Nov.)	December 30.
Second Quarter (Dec. – Feb.)	March 30.
Third Quarter (Mar. – May)	June 30.
Fourth Quarter (Jun. – Aug.)	September 30.

Table 1

6.3.3.1. Grant Close-out Report. Grantee shall submit a *TSC Form FS-2-B (Grant Close-out Report for Private Entities and Nonprofits)* and a final *TSC Form GS-1-B* on or before the thirtieth day after the Termination Date. The Parties agree this term will survive the termination or expiration of this Grant Agreement.

6.4. Equipment Inventory Report. If grantee purchases equipment using grant funds, once annually, after the Fourth Quarter described in Table 1, Grantee shall submit *TSC Form INV-1-B*

(*Equipment Inventory Report for Private Entities and Nonprofits*) that provides a record of the current inventory of items purchased, disposed of, replaced, or transferred for any equipment that was purchased with grant funds.

6.4.1. Submission Timeline. Grantee shall submit the report required under this section on or before the thirtieth day after the end of the Fourth Quarter specified in Table 1 and at the same time it submits *TSC Form FS-2-B*.

6.4.2. Equipment Inventory Contents. The equipment inventory must include the following for each item of equipment:

6.4.2.1. a description of the equipment;

6.4.2.2. serial number or other identification number;

6.4.2.3. the acquisition date, cost, location, use, and condition of the equipment;

6.4.2.4. the source of funds used to purchase the equipment; and

6.4.2.5. the disposition of the equipment, if such a disposition has occurred.

6.5. Extension. The TSC, in its sole discretion, may grant an extension to Grantee to submit any report if Grantee shows good cause for the delay. Any extension granted under this provision must be in a signed writing by the TSC Executive Director or designee.

6.6. Allowable Expenses. Subject to Section 6.6.1, Grantee may only use grant funds to pay for expenditures incurred during the term of this Grant Agreement. Grantee shall use Grant proceeds only for actual expenses that are allowable under this Grant Agreement, directly in support of the Grant Project, allocated in the Grant Budget, and consistent with state law and administrative rules. Grantee shall not use grant funds for the payment of taxes, overhead, debt repayment, indirect expenses, administrative expenses, or any costs not allowed under Chapter 482, Texas Government Code, this Grant Agreement, the Grant Budget, or other applicable law. The amount requested for reimbursement, together with the total of past disbursements, shall not exceed the Maximum Liability of the TSC as set forth in Section 4 of this Grant Agreement.

6.6.1. Pre-agreement Expenditures. Notwithstanding any provisions in this Grant Agreement to the contrary, Grantee may receive reimbursements for expenditures incurred prior to the Effective Date of this Grant Agreement if the costs:

6.6.1.1. were incurred directly pursuant to the negotiation and in anticipation of the grant award;

6.6.1.2. were necessary to comply with the timeline specified in Exhibit B;

6.6.1.3. would have been allowable if incurred after the Effective Date; and

6.6.1.4. are approved in writing by the TSC.

6.7. Documentation of Proof of Payment. All expenditures must be documented by proof of payment and submitted to the TSC upon request. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a monthly bank statement evidencing payment of the specific expenditure, copies of processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure to which the expenditure relates.

6.8. Allocated to an Eligible Cost Category. Each item of expenditure shall be specifically attributed to the eligible cost category as identified in the Grant Budget. By submitting a *TSC Form FS-1-B*, Grantee warrants:

- 6.8.1.** all invoices relating to the expenditures included in the report have been carefully reviewed to ensure that the invoice is accurate and all invoiced services or goods have been performed or delivered;
- 6.8.2.** that the services or goods have been performed or delivered in compliance with all terms of this Grant Agreement;
- 6.8.3.** the expenditures made with grant funds are reasonable and necessary; and
- 6.8.4.** all supporting documentation is attached.

6.9. Grant Budget Modifications. The total Grant Budget and the assignment of costs may be adjusted based upon progress of the Grant Project, spending patterns, and unexpended funds, but only by an amendment to the Grant Budget. In no event shall an amendment to the Grant Budget result in aggregate payments more than the Maximum Liability of the TSC. Subject to Section 6.9.1, Grant Budget changes or transfers require prior written approval from the TSC. The TSC may authorize transfer of funds between categories in the Grant Budget if requests are in writing; fit within the scope of the tasks undertaken under the Grant Project and the total Grant Budget; are beneficial to the achievement of the objectives of the Grant Project; and are an efficient, effective use of the grant funds.

- 6.9.1. Pre-Approved Budget Transfers.** Grantee may make transfers between or among line items within budget categories without prior written approval if:
 - 6.9.1.1.** The total dollar amount of all changes of any single line item within budget categories (individually and in the aggregate) is less than 10% of the total Grant Budget;
 - 6.9.1.2.** The transfer will not increase or decrease the total Grant Budget;
 - 6.9.1.3.** The transfer will not materially change the nature, performance level, or tasks being undertaken in relation to the Grant Project; and

- 6.9.1.4.** Grantee submits a revised copy of the Grant Budget, including a narrative justification of the changes, prior to incurring costs in the new category.

6.10. Withholding Payment. The TSC may withhold grant funds from Grantee if Grantee fails to timely submit reports required by this Agreement; if material program requirements are not met and remain uncured after a reasonable time to cure; if Grantee is in breach of any material term of this Grant Agreement; or in accordance with provisions of this Grant Agreement or applicable state or federal laws, regulations, or administrative rules, and the breach remains uncured after a reasonable time to cure. The TSC shall have the right to withhold all or part of any future payments to Grantee for ineligible expenditures that have not been repaid to the TSC by Grantee.

- 6.10.1. Post-Termination or Post-Expiration Costs.** The TSC will not consider requests for the reimbursement of expenditures Grantee incurs after the Termination Date.

6.11. No-Cost Extension. The TSC may, in a writing signed by the Executive Director, approve a no-cost extension for the Grant Agreement of up to six months after the Termination Date if Grantee demonstrates it requires additional time to complete the Grant Project. Grantee must be in good fiscal and programmatic standing. All terms and conditions of the Grant Agreement shall continue during any extension period and if such extension is approved, notwithstanding Section 3, all references to the "Termination Date" in this Grant Agreement shall refer to the date of the extension period expires.

6.12. Supplemental Requests for Reimbursement. Prior TSC approval is required for Grantee's submission of any Supplemental Requests for Reimbursement of expenditures incurred during any prior quarter of the term of this Grant Agreement. Supplemental Requests for Reimbursement must be submitted separately and shall include a narrative explanation of the reasons the supplemental expenditures were not timely submitted as part of the required quarterly Financial Status Reports.

SECTION 7. GRANTEE'S OBLIGATIONS AND FINANCIAL MATTERS.

7.1. Grant Funds as Supplement to Budget. Grantee shall use the grant funds received under this Grant Agreement to supplement its overall budget. These funds will in no event supplant existing funds currently available to Grantee that have been previously budgeted and set aside for the Grant Project. Grantee agrees it will not use funds transmitted under this Grant Agreement for any costs that also have been billed or should have been billed to any other funding source.

7.2. Preference for Texas Suppliers. Pursuant to Section 482.503, Texas Government Code, Grantee must purchase goods and services from suppliers in Texas to the extent reasonably possible, in a good faith effort to achieve a goal of more than fifty percent of such purchases from suppliers in Texas. Grantee represents and warrants it will buy Texas products and materials for use in accomplishing the Grant Project when such products and materials are available at a comparable price and within a comparable period when compared to non-Texas products and materials as required by Section 2155.444, Texas Government Code.

7.3. Applicable Laws, Rules and Regulations, Directives, Guidelines, and Other Relevant Authorities. This grant is subject to all applicable federal and state laws, executive orders, rules and regulations, directives, guidelines, policies, or any other authorities relevant to the performance of Grantee under this Grant Agreement, including, but not limited to, Chapter 482, Texas Government Code; the administrative rules of the TSC at Title 10, Chapter 321, Texas Administrative Code, the administrative rules of the Texas Comptroller of Public Accounts (“CPA”) at Title 34, Chapter 20, Subchapter I, Texas Administrative Code; and the Texas Grant Management Standards (“TxGMS”), found at <https://comptroller.texas.gov/purchasing/grant-management/>.

7.3.1. Standards for Financial and Programmatic Management. Grantee is responsible for the integrity of the fiscal and programmatic management of the Grant Project; accountability for all funds awarded; and compliance with TSC policies and procedures, and applicable federal and state laws and regulations.

7.3.2. Cooperation, Additional Information, and Supporting Documentation. Grantee shall cooperate fully with the TSC. In addition to the information contained in required reports, the TSC may require Grantee to submit other information, including more information regarding project performance or expenditures.

If the TSC requires additional information regarding information or data Grantee submitted, Grantee agrees to promptly provide the additional information. Grantee also agrees to assist the TSC in responding to questions and assisting in providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon request by the TSC, Grantee must submit to the TSC any additional documentation or explanation that the TSC, in its sole discretion, determines is necessary to support or document the use of funds distributed under this Grant Agreement.

7.3.3. Annual Independent Financial Audit Report; Audit Documents. If requested, Grantee shall submit to the TSC a copy of its most recent independent financial audit. If requested, Grantee shall submit to the TSC any audited financial statements, related management letters and management responses of Grantee, and financial audit documents or portions thereof that are directly related to Grantee’s performance of its obligations under this Grant Agreement.

7.3.4. Security and Confidentiality of Records. Grantee shall establish a method to secure the confidentiality of any records related to the grant that are required to be kept confidential by applicable federal or state law, rules, or regulations. This provision shall not be construed as limiting the TSC’s access to such records and other information under Section 9 or another provision of this Grant Agreement; however, if the TSC accesses such records and information, the TSC will comply with the applicable state or federal public information laws.

7.4. Equipment.

7.4.1. Equipment Inventory Requirements. If grantee purchases equipment using grant funds, Grantee shall maintain a current inventory of all equipment that shall include the information specified in Section 6.4. Grantee shall provide the inventory to the TSC upon request. Grantee shall:

7.4.1.1. not encumber the equipment for purposes other than the Grant Project without the prior written authorization of the TSC;

7.4.1.2. ensure the equipment does not leave the State of Texas;

7.4.1.3. permanently identify all equipment purchased under this Grant Agreement by appropriate tags or labels affixed to the equipment;

7.4.1.4. maintain, repair, and protect all equipment purchased in whole or in part with grant funds to ensure the full availability and usefulness of such equipment;

7.4.1.5. if Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Grant Agreement, use the proceeds from a compensated loss to repair or replace lost, destroyed, or damaged equipment; and

7.4.1.6. if Grantee must exchange, trade in, or sell equipment, use the proceeds from the exchange, trade, or sale toward the acquisition costs of replacing the equipment.

7.4.2. Use of Equipment. Grantee may use equipment paid for with TSC funds for any purpose consistent with its ordinary course of business, as long as the primary use of such equipment remains for grant-related purposes.

7.4.3. Title Upon Termination. Upon termination of this Grant Agreement, title, use, and disposal of equipment by Grantee shall be in conformity with TxGMS; however, as between the TSC and Grantee title for equipment will remain with Grantee, unless TxGMS requires otherwise.

7.5. Return and Offset of Grant Funds. In no event shall Grantee retain grant funds that Grantee did not use for purposes for which the grant was intended or in violation of the terms of this Grant Agreement. The TSC, in its sole discretion, may require Grantee to return or offset any funds paid to Grantee in excess of the amount the TSC determines Grantee is entitled to under the terms of this Grant Agreement. The Parties agree this term survives the termination or expiration of this Grant Agreement. The TSC may:

7.5.1. offset and deduct the amount from any amount due to Grantee under this Grant Agreement but not yet distributed; or

7.5.2. require a payment directly from Grantee, rather than offset. Grantee shall refund any overpayment on or before the thirtieth calendar day after Grantee receives

notice of the overpayment from the TSC, unless the TSC authorizes an alternate payment plan.

SECTION 8. OBLIGATIONS OF TSC.

8.1. Monitoring. The TSC shall monitor Grantee to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Agreement.

8.2. Reimbursement of Funds. The TSC shall reimburse Grantee for the actual, reasonable, and allowable costs incurred by Grantee during the term of this Grant Agreement, subject to the requirements and limitations set forth in this Grant Agreement. The TSC shall reimburse Grantee only for costs that are directly allocable to the Grant Project as determined by the TSC, in its sole discretion, in accordance with Chapter 482, Texas Government Code, this Grant Agreement, and the Grant Budget, and in conformity with TxGMS. It is the policy of the TSC to make payment on a properly prepared and submitted Financial Status Report on or before the thirtieth calendar day after the TSC's approval and final acceptance of a Financial Status Report.

SECTION 9. AUDIT RIGHTS; RECORDS RETENTION.

9.1. Duty to Maintain Records. Grantee shall maintain adequate records that enable the TSC to verify all reporting requirements related to this Grant Agreement. Grantee also shall maintain records deemed necessary to be retained by the TSC, the State Auditor's Office, other auditors of the State of Texas, the federal government, or such other persons or entities designated or authorized by the TSC to ensure proper accounting for all costs and performances related to this Grant Agreement.

9.2. Records Retention. Grantee shall maintain and retain, for a period of five years after the Termination Date, or until full and final resolution of all audit or litigation matters which arise after the expiration of the five-year period after the expiration or termination of this Grant Agreement, whichever period is longer, such records necessary to fully disclose Grantee's performance under this Grant Agreement.

9.3. Audit Trails. Grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds and reports. Audit trails maintained by Grantee will, at a minimum, identify the supporting documentation prepared by Grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement. Grantee's automated systems, if any, must provide the means by which authorized personnel have the ability to audit and verify required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of payment information.

9.4. Access and Audit. At the request of the TSC, Grantee shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Agreement, compliance with applicable state or federal laws and regulations, and the operation and management of Grantee to the TSC, auditors of the State of Texas, or the TSC's designees for the purposes of inspecting,

auditing, or copying such items. Grantee will direct any other entity, person, or contractor receiving funds directly under this Grant Agreement or through a subcontract under this Grant Agreement to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor that pertain to this Grant Agreement. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Agreement shall be subject to examination or audit. Whenever practical, the TSC, in its sole discretion, will provide Grantee with up to five business days advance notice of any such examination or audit.

9.5. State Auditor. In addition to, and without limitation to other audit provisions of this Grant Agreement, pursuant to Section 2262.154, Texas Government Code, the State Auditor's Office or successor agency may conduct an audit or investigation of Grantee or any other entity or person receiving funds from the State directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement. The acceptance of funds by Grantee or any other entity or person directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Grantee or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. Grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Grantee related to this Grant Agreement. Notwithstanding any provision in this Grant Agreement, the Parties agree this Grant Agreement may be amended unilaterally by the TSC to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154, Texas Government Code.

9.6. Location. Any audit of records shall be conducted at Grantee's principal place of business, the locations of Grantee's operations during Grantee's normal business hours, or both. Grantee shall provide to TSC or its designees, on Grantee's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary), private space, office furnishings (including lockable cabinets), telephone services and Internet connectivity, utilities, and office-related equipment and duplicating services as TSC or its designees may reasonably require to perform the audits described in this Grant Agreement.

9.7. Ad Hoc Status Reports. Upon request, Grantee shall provide to TSC periodic status reports regarding Grantee's resolution of any audit, corrective action plan, or other compliance activity for which Grantee is responsible.

SECTION 10. NOTICE OF POSSIBLE DEFAULT; OPPORTUNITY TO CURE; CURE. Each of the following acts or omissions of Grantee shall constitute an independent act of default under this Grant Agreement. However, before a default is determined by the TSC, the TSC shall give Grantee "Notice of Possible Default" and an opportunity to cure as set forth below.

10.1. Acts of Possible Default. If, after receipt of notice from the TSC specifying the circumstances that support the TSC's determination of possible default, Grantee fails to remedy the deficiencies, the TSC may consider each of the following to be an act of possible default under this Grant Agreement:

- 10.1.1. Failure to Progress with Grant Project.** Failing, in any material respect, to make progress on the Grant Project and to demonstrate progress towards achieving the milestones set forth in Exhibit B;
- 10.1.2. Failure to Perform or Comply with an Obligation, Term, Condition, or Provision of this Grant Agreement.** Failing to perform or comply with an obligation, term, condition, or provision of this Grant Agreement or any TSC policies, procedures, guidelines, corrective action plans, or sanctions applicable to this Grant Agreement or SEARF grants;
- 10.1.3. Failure to Provide Required Reports and Other Documentation.** Failing to provide required reports, information, documentation, or other information required under this Grant Agreement;
- 10.1.4. Failure to Return Grant Funds.** Failing to timely return grant funds as required by Section 7.5;
- 10.1.5. Failure to Comply with Certifications and Warranties; False Statements.** Failing to truthfully certify any of the statements, representations, certifications, affirmations, warranties, or guarantees; executing this Grant Agreement with a false statement; or during the term of this Grant Agreement, violating any of the statements, representations, certifications, affirmations, warranties, or guarantees included in this Grant Agreement; and
- 10.1.6. Ceasing Operations.** Ceasing business operations, having a receiver appointed for all or substantially all of Grantee's assets, making a general assignment for the benefit of creditors, being declared insolvent by a court of competent jurisdiction or becoming the subject, as a debtor, of a proceeding under the federal bankruptcy code, if such proceedings are not dismissed on or before the ninetieth day after filing.

10.2. Notice of Possible Default. The TSC, in its sole discretion, shall determine whether Grantee has acted or failed to act in such a manner that gives rise to an act of possible default under this Grant Agreement. The TSC shall give written notice to Grantee setting forth the circumstances that support the TSC's determination of possible default.

10.3. Opportunity to Cure. The TSC shall give Grantee at least thirty calendar days to cure the possible default and to provide the TSC sufficient information that supports a finding of cure by the TSC.

10.4. Cure. If the TSC is satisfied that Grantee has cured the possible default event, the TSC shall give written notice to Grantee. The TSC will be guided by good faith and reasonableness in determining, in the sole discretion of the TSC, whether Grantee has cured the possible default.

10.5. Default. If the TSC is not satisfied that Grantee has cured the possible default, Grantee shall be in default hereunder, and the TSC shall give written notice to Grantee declaring such default.

10.6. Repeated Acts of Possible Default. If Grantee commits more than two independent acts of possible default, even if each possible default was cured, the TSC may determine Grantee is in default of this Grant Agreement. Notwithstanding any other provision of this Grant Agreement, the TSC is not required to give Grantee any notice of default or an opportunity to cure in this event.

SECTION 11. TERMINATION.

11.1. Termination for Convenience of TSC. The TSC may, in its sole discretion, terminate this Grant Agreement without recourse, liability, or penalty against the TSC, upon thirty calendar days' notice to Grantee.

11.2. Termination for Cause. If Grantee fails to perform or comply with an obligation, term, condition, or provision of this Grant Agreement, or if Grantee is in default of this Grant Agreement and has failed to cure the default after having received an opportunity to cure such default in accordance with Section 10, the TSC may, upon written notice to Grantee, terminate this Grant Agreement for cause. If the Termination for Cause is based on more than two independent acts of uncured default, then TSC may terminate this Grant Agreement without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination if no effective date is otherwise specified.

11.3. Termination Due to Funding Limitations. If the TSC or SEARF becomes subject to legislative change, revocation of statutory authority, lack of appropriated funds, or unavailability of funds that renders performance under this Grant Agreement impossible, then upon written notice to Grantee this Grant Agreement may be immediately terminated without recourse, liability, or penalty against the TSC.

11.4. Agreed Termination. The TSC and Grantee may mutually agree to terminate this Grant Agreement. The TSC in its sole discretion will determine if, as part of the agreed termination, Grantee is required to return any or all the disbursed grant funds.

11.5. Termination Not Exclusive Remedy. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement. Following termination by the TSC, Grantee shall continue to be obligated to the TSC for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section 11, the TSC's obligation to reimburse Grantee is limited to allowable costs incurred and paid by Grantee prior to the effective date of termination, and any allowable costs determined by the TSC, in its sole discretion, to be reasonable and necessary to cost-effectively wind up the grant, subject to the availability of funds. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release Grantee from

any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

11.6. Refunds of Overpayment. Grantee shall refund to the TSC any sum of money paid to Grantee by the TSC that the TSC, in its sole discretion, determines was an overpayment to Grantee was not an actual, reasonable, or allowable cost. No refund payments may be made from local, state, or federal grant funds unless statute or regulation specifically permits repayment with grant funds. Such refund shall be made by Grantee to the TSC on or before the thirtieth calendar day after such refund is requested in writing by the TSC, or on or before the thirtieth day after a notice from the TSC indicating the request is the result of a final determination that the refund is owed.

11.7. Failure to Comply with Grant Agreement. If Grantee fails to comply with any provision of this Grant Agreement, Grantee may be liable for damages and barred from applying for or receiving additional funding from SEARF until repayment is made and any other compliance or audit findings are resolved, or any issue of non-compliance is cured to the satisfaction of the TSC.

SECTION 12. DISPUTE RESOLUTION.

12.1. Informal Meetings. The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

12.2. Chapter 2260 of the Texas Government Code. If the dispute resolution process provided for in Chapter 2260, Texas Government Code, applies, it shall be used as the sole and exclusive process to resolve any claim by Grantee for breach of this Grant Agreement.

12.3. Grantee's Continued Performance. Grantee shall not be excused from performance during any pending dispute unless approved in writing by the TSC.

SECTION 13. CORRECTIVE ACTION PLANS AND SANCTIONS.

13.1. Good Faith Efforts. The Parties agree to make a good faith effort to identify, communicate about, and resolve problems found by either the TSC or Grantee.

13.2. Corrective Action Plans. If the TSC finds deficiencies in Grantee's performance under this Grant Agreement, the TSC, in its sole discretion, may impose remedies as part of a corrective action plan, including, but not limited to: increased monitoring visits; requiring that Grantee submit additional or more detailed financial and/or programmatic reports; requiring prior approval for expenditures; requiring additional technical or management assistance and/or making modifications in business practices; reducing the grant award amount; and/or terminating this Grant Agreement. The foregoing are not exclusive remedies, and the TSC may impose other requirements that the TSC determines will be in the best interest of the State.

13.3. Financial Hold. Failure to comply with submission deadlines for required reports or other requested information may result in the TSC, in its sole discretion, placing Grantee on immediate financial hold without further notice to Grantee and without first requiring a corrective action plan. The TSC shall not process any reimbursements until the required information is submitted. If

Grantee is placed on financial hold, the TSC, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time Grantee was placed on financial hold.

13.4. Sanctions. In addition to financial hold, the TSC, in its sole discretion, may impose other sanctions without first requiring a corrective action plan. The TSC, in its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding; requiring return or offset of previous reimbursements; disallowing claims for reimbursement; reducing the Maximum Liability of the TSC; terminating this Grant Agreement; deeming Grantee ineligible to receive future SEARF grant awards; and/or any other sanction the TSC determines is appropriate.

13.5. No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, Grantee remains responsible for complying with this Grant Agreement's terms and conditions. Corrective action plans, financial holds, and/or sanctions do not excuse or operate as a waiver of failure to comply with this Grant Agreement.

SECTION 14. SUBMISSION OF INFORMATION TO THE TSC; NOTICE TO PARTY.

14.1. Designation of Methods to Submit Information. The TSC will designate methods for Grantee to submit information to the TSC. The TSC generally requires submission of information via email.

14.2. Programmatic Reports, Other Information, and Notices. Unless directed otherwise, Grantee shall submit all Financial Status Reports, Grant Status Reports, Equipment Inventory Reports, correspondence, or other reports or notices via email to:

SEARF@space.texas.gov

If requested or approved by the TSC, reports and other information may be submitted to:

Texas Space Commission
P.O. Box 12482
Austin, Texas 78711

14.3. Notice to Grantee by the TSC. The TSC may deliver notice to Grantee via email, hand-delivery, or United States Mail. The TSC will send notices to Grantee using the following information:

[Grantee POC Name]

[Grantee Name]

[Grantee Address]

[City], Texas [ZIP Code]

[Grantee POC Email Address]

14.4. Notification of Changes in Contact Information. The Parties agree to promptly notify the other Party in writing if changes in a Party's contact information occur. Such changes in contact information shall not require an amendment of this Grant Agreement.

SECTION 15. CERTIFICATIONS. By agreeing to and signing this Grant Agreement, Grantee represents that Grantee has obtained all necessary authority to enter into this Grant Agreement and makes the following certifications, representations, and warranties:

15.1. Child Support Obligation. Under Section 231.006(d), Texas Family Code, regarding child support, Grantee certifies Grantee is not ineligible to receive specified payments and acknowledges this Grant Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

15.2. Prohibited Bids and Agreements. Under Section 2155.004, Texas Government Code, Grantee certifies that Grantee is not ineligible to enter this Grant Agreement and acknowledges this Grant Agreement may be terminated, and payment withheld if this certification is inaccurate.

15.3. Human Trafficking. Under Section 2155.0061, Texas Government Code, Grantee certifies that Grantee is not ineligible to receive this Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

15.4. Terminated Contracts. Grantee certifies that it has not had a contract terminated or been denied the renewal of any contract for non-compliance with policies or regulations of any state or federally funded program within the past five years, nor is it currently prohibited from contracting with a governmental agency. If Grantee does have such a terminated contract, and cannot make this certification, Grantee shall identify this Grant Agreement and provide an explanation for the termination.

15.5. Gift to Public Servant. Grantee warrants that Grantee has not given, nor does Grantee intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the award of this Grant Agreement.

15.6. Former Executive Head and Employees of the Agency. Grantee certifies that this Grant Agreement is compliant with, and will remain in compliance with during the term of this Grant Agreement, the following sections of the Texas Government Code: Section 669.003 (Contracting with Executive Head of State Agency); Section 572.069 (Certain Employment for Former State Officer or Employee Restricted); and Section 2252.901 (Contracts with Former or Retired Agency Employees).

15.7. No Claims. Grantee certifies Grantee does not have any potential or existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

15.8. No Contributions. Grantee certifies it will not use grant funds received under this Grant Agreement to make contributions to campaigns for elective office or endorse candidates.

15.9. Debt to State. Grantee acknowledges and agrees that, to the extent Grantee owes any debt or delinquent taxes to the State of Texas, any payments Grantee is owed under this Grant Agreement may be applied by the CPA toward any debt or delinquent taxes Grantee owes the State of Texas until the debt or delinquent taxes are paid in full.

15.10. Certification of Good Standing. Grantee is in good standing under the laws of the state in which it was formed or organized, and it has provided the TSC with documentation to support this certification. Grantee agrees to remain in good standing with the Texas Secretary of State, the Texas CPA and related state or federal governmental bodies related to Grantee's right to conduct business in Texas.

15.11. Corporate Franchise Tax. Grantee certifies that, if applicable, Grantee's Texas franchise tax payments are current, or that Grantee is exempt from, or not subject to, such tax.

15.12. Compliance with Licensing, Permitting, and Regulatory Bodies. Grantee certifies that Grantee has or will obtain all licenses, certifications, permits, and authorizations necessary to perform Grantee's obligations under this Grant Agreement, without costs to the TSC. Grantee shall comply with any applicable laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with Grantee's obligations under this Grant Agreement. Grantee shall comply with all applicable federal and state health and safety standards.

Grantee certifies Grantee is currently in good standing with all licensing, permitting, or regulatory bodies that regulate any or all aspects of Grantee's operations. Grantee agrees to comply and remain compliant with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

15.13. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. The TSC will adhere to the directions provided in U.S. Presidential Executive Order 13224, "*Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.

Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the CPA and the *System for Award Management* (SAM) maintained by the General Services Administration. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

Grantee further certifies that it will not knowingly enter any subcontract with an entity who is, or whose principals are, on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

Grantee will ensure that this provision regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list is included without modification in any subcontracts or solicitations for subcontracts.

15.14. Deceptive Trade Practices; Unfair Business Practices. Grantee represents and warrants that Grantee has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17, Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the Respondent has not been found to be liable for such practices in such proceedings. Grantee certifies that Grantee has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or

court suit, and that such officers have not been found to be liable for such practices in such proceedings. Grantee shall notify the TSC in writing within five calendar days if Grantee or any of its officers are subject to allegations of Deceptive Trade Practices or are the subject of alleged violations of any unfair business practices in an administrative hearing or court suit, and Grantee or officers have been found liable for such practices in such proceedings.

15.15. Felony Criminal Convictions. Grantee represents and warrants that Grantee and Grantee's employees who will perform services under this Grant Agreement have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Grantee has fully advised the TSC as to the facts and circumstances related to the conviction.

15.16. Immigration. Grantee represents and warrants that Grantee shall comply with all applicable U.S. immigration laws with respect to the employment of any individual who will perform labor or services in the U.S. under this Grant Agreement.

15.17. U.S. Department of Homeland Security's E-Verify System. Grantee certifies and ensures that Grantee utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's E-Verify system as required by Chapter 673, Texas Government Code, to determine the eligibility of: all persons employed to perform duties within Texas, during the term of this Grant Agreement; and all persons, including subcontractors, employed or assigned by Grantee to perform work pursuant to this Grant Agreement, within the United States of America. If this certification is falsely made, the TSC, in its sole discretion, may terminate this Grant Agreement with no prior notification and with no fault to the TSC.

15.18. Prior Disaster Relief Contract Violation. Grantee certifies that it has not, in the past five years, been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004, Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053, Texas Government Code, Grantee certifies that it is not ineligible to enter into this Grant Agreement and acknowledges that the TSC may terminate this Grant Agreement and withhold funds if this certification is inaccurate or false.

15.19. Technology Accessibility. To the extent applicable, products must comply with the State of Texas Accessibility requirements for electronic and information resources specified in Title 1, Chapter 213, Texas Administrative Code, when such products are available in the commercial marketplace or when such products are developed in response to this solicitation. If applicable, Grantee shall provide the Texas Department of Information Resources with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>).

15.20. Liability for Taxes. Grantee represents and warrants that Grantee shall pay all taxes or similar amounts resulting from this Grant Agreement, including, but not limited to, any federal, state, or local income, sales, or excise taxes of Grantee or Grantee's employees. The TSC shall not be liable for any taxes resulting from this Grant Agreement.

15.21. Entities that Boycott Israel. If Grantee is required to make a certification pursuant to Section 2271.002, Texas Government Code, Grantee certifies that Grantee does not boycott Israel and will not boycott Israel during the term of this Grant Agreement. If Grantee does not make that certification, Grantee must state why the certification is not required. The term “boycott Israel” as used in this provision has the meaning assigned by Section 808.001, Texas Government Code.

15.22. Iran, Sudan, or Foreign Terrorist Organization. Grantee represents that neither Grantee, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Grantee, (i) is an entity listed by the CPA under Section 2252.153 or 2270.0201, Texas Government Code; (ii) constitutes a “scrutinized company” as defined by Section 2270.0001(9), Texas Government Code; or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. The terms “foreign terrorist organization” and “designated foreign terrorist organization” have the meanings assigned to them in Sections 2252.151 and 2270.0001, Texas Government Code, respectively.

15.23. Entities that Discriminate Against a Firearm Entity or Firearm Trade Association. If Grantee is required to make a certification pursuant to Section 2274.002, Texas Government Code, Grantee certifies that Grantee does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Grant Agreement against a firearm entity or firearm trade association. If Grantee does not make that certification, Grantee must indicate and explain why the certification is not required.

15.24. Entities that Boycott Energy Companies. If Grantee is required to make a certification pursuant to Section 2276.002, Texas Government Code, Grantee certifies that Grantee does not boycott energy companies and will not boycott energy companies during the term of this Grant Agreement. If Grantee does not make that certification, Grantee must indicate why the certification is not required.

15.25. Critical Infrastructure. If Grantee is required to access or control the State’s critical infrastructure as defined in Sections 2275.0101 and 2275.0102, Texas Government Code, Grantee certifies, pursuant to Section 2275.0102, Texas Government Code, neither it nor its parent company, nor any affiliate of Grantee or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2275.0103, Texas Government Code, or (2) headquartered in any of those countries.

15.26. Vaccine Passport. To the extent applicable, Grantee certifies that, pursuant to Section 161.0085, Texas Health and Safety Code, it does not require its customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Grantee’s business in Texas. Grantee acknowledges that such a vaccine or recovery requirement in Texas would make Grantee ineligible to enter a contract payable with state funds.

15.27. Cybersecurity Training Program. To the extent Grantee has access to any state computer system or database, Grantee represents and warrants that it will comply with the requirements of

Section 2054.5192, Texas Government Code, relating to cybersecurity training and required verification of completion of the training program.

15.28. Foreign Adversary Check. Grantee certifies that neither Grantee nor any of its holding companies or subsidiaries are: (1) listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); (2) listed in Section 1260H of the 2021 NDAA; (3) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or (4) controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

SECTION 16. GENERAL TERMS AND CONDITIONS.

16.1. Generally Accepted Accounting Principles or Other Recognized Accounting Principles. Grantee shall adhere to Generally Accepted Accounting Principles ("GAAP") promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by Grantee.

16.2. Independent Contractor. Grantee expressly agrees that Grantee is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of Grantee or any subcontractor of Grantee be considered an employee, agent, servant, joint venturer, joint enterpriser, or partner of the TSC, by virtue of this Grant Agreement. Grantee agrees to take such steps as may be necessary to ensure that each contractor of Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser, or partner of the TSC.

All persons furnished, used, retained, or hired by or on behalf of Grantee or any of Grantee's subcontractors are solely the employees or agents of Grantee or Grantee's subcontractors. Grantee or Grantee's subcontractors shall be responsible for ensuring that all appropriate payments are made, such as unemployment, workers' compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

The TSC is not responsible for any types of claims whatsoever due to actions or performance, taken by the owners, incorporators, officers, directors, employees, volunteers of Grantee or any third parties under this Grant Agreement, including but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

16.3. Subcontracting. If Grantee should determine it is necessary or expedient to subcontract for any of the performances herein, Grantee understands and agrees that Grantee will be responsible to the TSC for any subcontractor's performance under this Grant Agreement. In no event shall this provision or any other provision of this Grant Agreement be construed as relieving Grantee of the responsibility for ensuring that performance under this Grant Agreement, and any subcontracts thereto, is rendered in compliance with all the terms of this Grant Agreement. If Grantee uses a subcontractor for any or all the work required, the following conditions will apply:

16.3.1. Grantee, in subcontracting for any performances specified herein, expressly understands and agrees that subcontracting will be solely at Grantee's expense and the TSC shall not be liable in any manner to a subcontractor of Grantee;

16.3.2. Grantee will be the sole contact for the TSC; and

16.3.3. Grantee will promptly pay the subcontractor.

16.4. No Assignment. This Grant Agreement is not assignable by Grantee. Notwithstanding any attempt to assign this Grant Agreement, Grantee shall remain fully liable on this Grant Agreement and shall not be released from performing any of the terms, covenants, and conditions herein. Grantee shall be held responsible for all funds received under this Grant Agreement.

16.5. Texas Public Information Act. Grantee acknowledges that the State of Texas, the TSC, and this Grant Agreement are subject to the PIA. Grantee agrees that all information created or exchanged in connection with this Grant Agreement is subject to the PIA. Grantee will cooperate with the TSC in the production of documents or information responsive to a request for information. Information provided by Grantee in connection with this Grant Agreement that Grantee considers proprietary, financial, or trade secret information (collectively, "Confidential Information") shall be designated as such by Grantee when Grantee provides it to the TSC. The TSC will notify Grantee if all or part of the Confidential Information is requested under the PIA. Failure of Grantee to timely respond to such notification may result in the release of all or part of the Confidential Information. It is Grantee's obligation to timely submit briefing to the Office of the Attorney General of Texas in accordance with the PIA, setting forth the legal basis upon which the requested information should remain confidential. The TSC assumes no responsibility for asserting legal arguments to the Office of the Attorney General of Texas on behalf of Grantee.

Grantee agrees that if any of Grantee's agents receives any third-party request for the disclosure of information relating to this Grant Agreement, Grantee shall notify the TSC of any such request on or before the third day after receipt of the request. Grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a common format specified by the TSC at no additional charge to the TSC or the State of Texas.

16.6. Political Activity. None of the activities or performances rendered hereunder by Grantee shall involve lobbying or political activity, including, but not limited to, any activity to further the election or defeat of any candidate for public office, any activity undertaken to influence the passage, defeat, or final contents of legislation, or activity to affect or influence any act or decision of any government official or instrumentality of government.

16.7. Americans with Disabilities Act. To extent required by law, Grantee shall provide reasonable accommodations for persons with disabilities in compliance with the Americans with Disabilities Act, where applicable.

16.8. Publicity. Grantee shall not use the TSC's name or refer to the TSC directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the TSC. This provision is not intended to

and does not limit Grantee's ability to comply with its obligations and duties under the PIA or the Texas Open Meetings Act, if applicable.

16.9. No Third-Party Beneficiary Rights. This Grant Agreement is not intended to and shall not be construed to give any third party any interest or rights, including, without limitation, any third-party beneficiary rights, with respect to or in connection with any agreement, subcontract, or provision contained herein or contemplated hereby.

16.10. Indemnification.

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, THE TSC, AND/OR THEIR EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ALL RELATED COSTS, ATTORNEY'S FEES AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ANY OF GRANTEE'S AGENTS, EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. GRANTEE SHALL COORDINATE GRANTEE'S DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY THE TSC. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE TSC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE TSC OR ITS EMPLOYEES.

16.11. Intellectual Property.

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, THE TSC, AND/OR THEIR EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY, OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE, OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE TSC'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE TSC BY GRANTEE OR OTHERWISE TO WHICH THE TSC HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THIS GRANT AGREEMENT. GRANTEE AND THE TSC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT

WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OAG. IN ADDITION, GRANTEE WILL REIMBURSE THE TSC AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES, OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS ARISING FROM ANY SUCH CLAIM. IF THE TSC DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE, OR IF THE TSC IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE TSC WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE WILL PAY ALL REASONABLE COSTS OF THE TSC'S COUNSEL.

16.12. Taxes/Workers' Compensation/Unemployment Insurance.

GRANTEE IS FULLY RESPONSIBLE FOR GRANTEE'S OWN FEDERAL, STATE, AND LOCAL TAXES. GRANTEE AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS GRANT AGREEMENT, GRANTEE SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF GRANTEE'S AND GRANTEE'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS GRANT AGREEMENT. GRANTEE AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE TSC AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO GRANTEE, GRANTEE'S EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF THE TSC.

16.13. Tax Identification Information Required. As a prerequisite to the TSC's ability to process any payments to Grantee under this Grant Agreement, Grantee shall provide the TSC with required tax and payee identification information in the form of a completed "Application for Texas Identification Number" (available on the CPA's website at https://fm.x.cpa.texas.gov/fmx/payment/resources/svpr_all.php). If Grantee has previously completed the required documentation to obtain a Texas Identification Number ("TIN") prior to the Effective Date of this Grant Agreement, Grantee may satisfy this requirement by providing the TSC with Grantee's current TIN, name, and address to permit the TSC to verify registration in the TIN System with the CPA.

16.14. Compliance with Applicable Laws. Grantee must comply with all applicable international, federal, state, and local laws, including, but not limited to, statutes, regulations, and ordinances at all times, including, without limitation, the following: (i) the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§ 78dd-1, et seq.; (ii) Sections 36.02 or 36.03, Texas Penal Code, prohibiting bribery or coercion of public officials; and (iii) Section 36.09, Texas Penal Code, which prohibits the offering or conferring of benefits to public servants.

Grantee shall give all required notices and comply with all laws and regulations applicable to furnishing and performance of this Grant Agreement. Except where otherwise expressly required by applicable laws and regulations, the TSC shall not be responsible for monitoring Grantee's

compliance. If Grantee performs any work knowing or having reason to know that it is contrary to laws or regulations, Grantee shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting there from. The TSC is entering into this Grant Agreement in reliance on the accuracy of the representations and the warranties contained in this Grant Agreement, and Grantee acknowledges that, in addition to any other remedies the TSC may have, breach of this provision constitutes grounds for the TSC to terminate this Grant Agreement immediately. In such event, Grantee agrees and acknowledges that Grantee shall lose any right to receive reimbursements, or any other payment or compensation under this Grant Agreement, regardless of whether Grantee has already incurred an otherwise-reimbursable expense. Upon request of the TSC during the term of this Grant Agreement, Grantee agrees to sign and deliver further certifications to the TSC upon request.

16.15. Insurance. Unless otherwise noted in this Grant Agreement, and to the extent that Grantee does not have or maintain insurance or does not have or maintain sufficient insurance, Grantee acknowledges and agrees that Grantee will be solely responsible for any losses or damages related to or caused by Grantee's performing Grantee's duties and obligations under this Grant Agreement. The Parties agree the TSC has no obligation to reimburse or otherwise pay Grantee for any costs incurred related to any losses or damages.

16.16. Fraud, Waste, and Abuse. Grantee understands that the TSC does not tolerate any type of fraud, waste, or misuse of funds received from the TSC. The TSC's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, TSC policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. In the event Grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from the TSC that is made against Grantee, Grantee is required to immediately notify the TSC of the allegation or finding. Grantee must also inform the TSC of the status of any ongoing investigations regarding allegations of fraud, waste, or abuse. Grantee must report any possible fraudulent or dishonest acts, waste, or abuse to the TSC. Grantee must also comply with Section 321.022, Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

16.17. Information Security/Privacy. Grantee shall employ and maintain appropriate information security procedures to protect against the unauthorized acquisition, use, or disclosure of any personal information under applicable laws (including Personal Identifying Information or Sensitive Personal Information as those terms are defined in Chapter 521, Texas Business and Commerce Code) that it receives, compiles, or creates as a result of this Grant Agreement to ensure compliance with any agency requirements of the TSC and any applicable international, federal, state, or local laws, regulations, and ordinances. Unless required by law to disclose, Grantee agrees to maintain the confidentiality of information received from the TSC or the State of Texas during the performance of this Grant Agreement, including, but not limited to, Sensitive Personal Information, Personally Identifying Information, personal financial information, financial account numbers, account access information, computer passwords, social security numbers or information that is confidential by law or otherwise subject to a lawful exception from disclosure. In the event of an unauthorized acquisition, use, or disclosure of the TSC's information by Grantee, its employees, representatives, subcontractors or other agents in the performance of Grantee's duties, Grantee shall: (i) immediately notify the TSC in writing; (ii) assume and comply with any

applicable remedial requirements required by law; (iii) bear all costs of such compliance and remediation; and (iv) provide the TSC with information regarding the breach and the progress of any remedial efforts if requested. The obligations of Grantee under this provision will survive this Grant Agreement and must be included in all subcontracts in which the subcontractor may have access to personal information.

From time-to-time and on the request of the TSC, Grantee may be required to execute written information security or non-disclosure agreements as deemed necessary by the TSC to strictly comply with any applicable confidentiality or information security requirements or applicable laws, regulations, and protective orders. Grantee is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities may include, but are not limited to identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of this Grant Agreement. In addition, the TSC may periodically assess Grantee's privacy and security services provisioned to providing the goods and services under this Grant Agreement to ensure all obligations are being met and to manage and mitigate risk.

To the extent applicable, if Grantee is authorized to access, transmit, use, or store data for the TSC, Grantee must meet the security controls the TSC determines are proportionate with the TSC's risk under this Grant Agreement based on the sensitivity of the TSC's data. Upon request, Grantee must provide to the TSC evidence that Grantee meets the security controls required under this Grant Agreement.

16.18. Applicable Law and Venue. This Grant Agreement is made and entered into in the State of Texas. This Grant Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any Grantee-initiated action, suit, or litigation arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court for the Western District of Texas, Austin Division. Venue for any TSC-initiated action, suit, or litigation arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by the TSC in its sole discretion.

Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. Grantee hereby waives and agrees not to assert as a defense, or otherwise, in any suit, action or proceeding, any claim that Grantee is not subject to the jurisdiction of the above-named courts; the suit, action or litigation is brought in an inconvenient forum; or the venue is otherwise improper.

16.19. Non-Waiver of Rights. Failure of the TSC to require performance by Grantee under this Grant Agreement will not affect the right of the TSC to require performance in the future. No delay, failure, or waiver of the TSC's exercise or partial exercise of any right or remedy under this Grant Agreement shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such

right or remedy. A waiver by the TSC of any breach of any term of this Grant Agreement will not be construed as a waiver of any continuing or successive breach.

16.20. No Waiver of Sovereign Immunity. The TSC is immune from suit and from liability. No part of this Grant Agreement, nor the conduct or statement any person, will be construed as a waiver of the doctrines of sovereign immunity and official immunity, or of any of the privileges, rights, defenses, remedies, or immunities available to the TSC or the State of Texas, and their officers, employees, or agents as provided by law.

SECTION 17. FUNDING LIMITATIONS. Grantee agrees that nothing in this Grant Agreement creates an obligation or liability of the TSC more than the obligations and liabilities specified in this Grant Agreement. Grantee agrees that funding for this Grant Agreement is subject to the actual receipt by the TSC of funds appropriated to the TSC. Grantee agrees that notwithstanding any other provision of this Grant Agreement, if the TSC is not appropriated the funds or if the TSC does not receive the appropriated funds for this grant program, or if the funds appropriated to the TSC for this grant program are required to be reallocated to fund other state programs or purposes, the TSC is not liable to pay Grantee any remaining balance or any other amounts Grantee believes may be due to it under this Grant Agreement.

SECTION 18. MONITORING. The TSC or its designee may perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Grant Agreement and of the adequacy and timeliness of Grantee's performance. After each monitoring visit, the TSC will provide Grantee with a written report of the monitor's findings. If the monitoring report notes deficiencies in Grantee's performances under the terms of this Grant Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take the action specified in the monitoring report may be cause for termination of this Grant Agreement in accordance with Section 11 of this Grant Agreement.

SECTION 19. CONFLICTS OF INTEREST.

19.1. No Conflicts of Interest in Performing Grant Agreement Obligations. Grantee certifies that neither Grantee nor the personnel or entities employed in rendering services in relation to this Grant Agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of Grantee's obligations under this Grant Agreement. Grantee has a continual and ongoing obligation to immediately notify the TSC in writing, upon discovery of any actual or potential conflict.

19.2. No Inside Information. No employee, agent, consultant, officer, or elected or appointed official, of either Grantee or of a subcontractor, who exercises or has exercised any functions or responsibilities or is in a position to participate in decision-making or gain inside information in regard to the activities involved in the Grant Project, shall be permitted to have or obtain a financial interest in or benefit from the Grant Project or any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties.

SECTION 20. REGULATORY AND LEGAL ACTIONS AND CLAIMS.

20.1. No Pending or Threatened Actions Impairing Performance. Grantee represents and warrants that Grantee is not aware of and has received no notice of any court or governmental agency actions, proceedings, or investigations, etc., (collectively “actions”), pending or threatened against Grantee within the five calendar years immediately preceding the Effective Date of this Grant Agreement that would or could impair Grantee’s performance under this Grant Agreement. In addition, Grantee shall notify the TSC in writing within five business days of any changes to the representations or warranties in this provision or of any actions that Grantee may become aware of and receives notice of on or after the Effective Date of this Grant Agreement. Grantee agrees that failure to timely update the TSC of actions shall constitute breach of this Grant Agreement and may result in immediate termination of this Grant Agreement.

20.2. Notice of Actions Arising Out of Performance of Grant Agreement. Grantee shall give the TSC immediate notice in writing of any action, including any proceeding before an administrative agency, filed against Grantee arising out the performance of this Grant Agreement. Except as otherwise directed by the TSC, Grantee shall immediately furnish to the TSC copies of all pertinent documents received by Grantee with respect to such action or claim. Grantee shall notify the TSC of any legal action filed against Grantee or any subcontractor. Grantee shall submit a copy of such notice to the TSC on or before the thirtieth calendar day after receipt. No funds provided under this Grant Agreement may be used in the payment of any costs incurred as the result of any claims, judgments, fines, or settlements.

20.3. Bankruptcy. Grantee shall notify the TSC in writing on or before the tenth calendar day after Grantee becomes subject to any proceedings for bankruptcy, insolvency, reorganization, arrangement, reorganization arrangement, winding-up, or composition or adjustment of debts, whether such proceedings are instituted by or against Grantee. In the event of such proceedings involving Grantee, the TSC, in its sole discretion, may terminate this Grant Agreement for cause.

20.4. No Liability. Grantee acknowledges that the TSC, the State of Texas, and their employees and officials shall not be held liable for any claims or causes of action whatsoever which may occur while performing the services described in this Grant Agreement, or from the award, cancellation, or withdrawal of this Grant.

SECTION 21. NOTICE OF MATERIAL EVENTS. Grantee shall furnish to the TSC prompt written notice upon becoming aware or having knowledge of the occurrence of any event or development that has, or would reasonably be expected to have, a material adverse effect on the completion of the Grant Project. Grantee shall inform the TSC in writing on or before the tenth business day after Grantee learns of the existence of such an event.

SECTION 22. FORCE MAJEURE. Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in this Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. “Force majeure” is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. Each Party must inform the other in writing, with proof of

receipt, on or before the tenth business day after the Party is affected by the force majeure, or otherwise waive this right as a defense.

SECTION 23. CHANGES AND AMENDMENTS.

23.1. Alterations, Additions, Deletions. Any alterations, additions, or deletions to the terms of this Grant Agreement shall be by a written amendment executed by both Parties. Any properly executed amendment of this Grant Agreement shall be binding upon the Parties and presumed to be supported by adequate consideration.

23.2. Modification of Reporting Forms. Notwithstanding any provision to the contrary, the Parties acknowledge and agree that reporting forms are subject to modification or change by the TSC without notice and without the need for a written amendment to this Grant Agreement.

23.3. Policy Directives. During the term of this Grant Agreement, the TSC may issue policy directives to establish, interpret, or clarify requirements under this Grant Agreement. Policy directives from the TSC shall be binding upon Grantee.

23.4. Change of Name or Merger. Grantee shall promptly notify the TSC of any change of name, merger, consolidation, restructuring, sale, or other such change in the identification or designation of the proper legal entity in which it holds this Grant Agreement. In such an event, an amendment to this Grant Agreement shall be required, and shall specifically state that no other terms, conditions, or obligations of this Grant Agreement are thereby changed. Grantee shall not assign this Grant Agreement pursuant to this provision.

SECTION 24. BINDING EFFECT. This Grant Agreement and all terms, conditions, provisions, and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their permitted respective representatives, successors, assigns, and all other State of Texas agencies, as well as any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements, or obligations hereunder of each of the Parties hereto.

SECTION 25. SEVERABILITY. If any provision of this Grant Agreement is held to be void or unenforceable by an authority with jurisdiction to reach such a determination, the Parties agree the remaining provisions of this Grant Agreement shall not be affected and will continue in full force and effect. If one or more of the provisions contained in this Grant Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by an authority with jurisdiction to reach such a determination, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the resulting agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 26. CONSTRUCTION. The language in all parts of this Grant Agreement shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each Party and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the

interpretation of this Grant Agreement. Any vague, ambiguous, or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of this Grant Agreement.

SECTION 27. CAPTIONS AND HEADINGS. The captions and headings of the provisions of this Grant Agreement are for convenience only and shall not affect the construction or interpretation of this Grant Agreement's substantive terms.

SECTION 28. SURVIVAL OF CERTAIN PROVISIONS. Notwithstanding any expiration, termination, or cancellation of this Grant Agreement, the rights and obligations pertaining to grant close-out and the Grant Close-out Report, return or repayment of grant funds, damages, Maximum Liability of the TSC, limitation of liability, public information, reporting requirements, retention and accessibility of records, audit rights, rights upon termination, indemnification, limitations of liability, dispute resolution, applicable law and venue, sovereign immunity, and any other provision implying survivability shall remain in effect after this Grant Agreement ends.

SECTION 29. ENTIRE AGREEMENT. This Grant Agreement, including all exhibits, is intended as a full and complete expression of and constitutes the entire Grant Agreement between the Parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement. By executing this Grant Agreement, Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement, including all exhibits.

SECTION 30. COUNTERPARTS. This Grant Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

SECTION 31. NO FALSE STATEMENTS. By signature to this Grant Agreement, Grantee makes all the representations, warranties, guarantees, certifications, and affirmations included in this Grant Agreement. If Grantee signs this Grant Agreement with a false statement or it is subsequently determined that Grantee has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, Grantee shall be in default under this Grant Agreement and the TSC may terminate or void this Grant Agreement for cause, seek repayment for amounts distributed, and pursue other remedies available to the TSC under this Grant Agreement and applicable law.

SECTION 32. OFFICIAL CAPACITY. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Agreement only in their official capacity:

TEXAS SPACE COMMISSION

[Grantee Name]

Norman R. Garza, Jr.
Executive Director

[Grantee Signatory Name]
[Grantee Signatory Title]

Date

Date

DRAFT

**EXHIBIT A.
GRANT BUDGET
[Grantee Name]
GRANT NO. [SEARF-####]**

Maximum Liability of the TSC. The TSC and Grantee agree the total liability of the TSC to Grantee arising out of this Grant Agreement shall not exceed **[GRANT AMOUNT SPELLED OUT]** (**[\$[GRANT AMOUNT NUMERALS]**).

Budget Schedule. Subject to the limitations within this Grant Agreement, the TSC will reimburse funds to Grantee in accordance with the limits set forth in this table for actual and allowable allocable costs in accordance with the following, unless modified in accordance with the Grant Agreement.

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**EXHIBIT B.
GRANT NARRATIVE
[Grantee Name]
GRANT NO. [SEARF-####]
PROJECT WORK IMPLEMENTATION PLAN**

Project Implementation. Grantee agrees to complete the Grant Project in the manner and in accordance with the timeline specified in the Project Work Implementation Plan, which is incorporated by reference to this Grant Agreement.

**EXHIBIT C.
SPECIAL CONDITIONS
[Grantee Name]
GRANT NO. [SEARF-####]**

Special Conditions are imposed by the TSC, in its sole discretion. In addition to the conditions identified in this exhibit to this Grant Agreement, the TSC may, in its sole discretion, impose additional special conditions, with or without notice, without amending this Grant Agreement.

The TSC may place Grantee on immediate financial hold, without further notice, until all Special Conditions, if any, are met.

The following Special Conditions apply to this Grant Agreement: [NONE; OR specify conditions]