

## SERVICES AGREEMENT

**[IMPORTANT INSTRUCTIONS-THIS AGREEMENT TEMPLATE MAY ONLY BE USED FOR CONTRACTS WITH A VALUE LESS THAN \$50,000. PROVIDED, THAT, THIS AGREEMENT TEMPLATE MAY NOT BE USED FOR THE FOLLOWING TYPES OF CONTRACTS REGARDLESS OF VALUE:**

- (1) CONTRACTS UNDER WHICH CONTRACTOR WILL RECEIVE UT DATA PROTECTED BY FERPA OR HIPAA,**
- (2) CONTRACTS RELATED TO THE DEVELOPMENT OF INTELLECTUAL PROPERTY (INCLUDING SOFTWARE AND WEB SITES) [WORK FOR HIRE ISSUES],**
- (3) CONTRACTS FOR THE PROCUREMENT OF ELECTRONIC AND INFORMATION RESOURCES (INCLUDING COMPUTERS, SOFTWARE, WEB SITES, AND CLOUD COMPUTING SERVICES) [CLOUD COMPUTING, EIR, COMPUTER RECYCLING ISSUES],**
- (4) CONTRACTS UNDER WHICH THE CONTRACTOR WILL BE GRANTED DIRECT OR REMOTE ACCESS TO OR CONTROL OF CRITICAL INFRASTRUCTURE IN THE STATE OF TEXAS. OR**
- (5) SPECIAL PROCEDURE CONTRACTS LISTED AT [HTTP://WWW.UTSYSTEM.EDU/OFFICES/GENERAL-COUNSEL/SPECIAL-PROCEDURE-CONTRACTS](http://www.utsystem.edu/offices/general-counsel/special-procedure-contracts).**

**THIS CONTRACT TEMPLATE IS NOT AN OGC STANDARD FORM CONTRACT. THIS TEMPLATE IS INTENDED AS GENERAL INFORMATION AND AS AN EXAMPLE ONLY. THIS TEMPLATE IS NOT INTENDED TO PROVIDE SPECIFIC LEGAL ADVICE FOR A PARTICULAR SITUATION. PLEASE DO NOT RELY ON THIS TEMPLATE AS A SUBSTITUTE FOR OBTAINING LEGAL ADVICE FROM A LICENSED ATTORNEY IF YOU NEED ADVICE.]**

**[NOTE: DELETE ALL BRACKETED ([ ]) AND/OR HIGHLIGHTED TEXT BEFORE SENDING THIS AGREEMENT FORWARD FOR PROCESSING.]**

This Services Agreement (**Agreement**), dated effective **[DATE]** (**Effective Date**), is entered into by and between **THE UNIVERSITY OF TEXAS AT TYLER**, a state agency (**UT**), and **[PROVIDER NAME]**, **[CHOOSE ONE AND DELETE REMAINING CHOICES: an individual, a \_\_\_\_\_ corporation, a \_\_\_\_\_ partnership or a \_\_\_\_\_ limited liability company]** (**Contractor**).

UT needs Contractor's services to support **[PROJECT NAME]** (**Project**).

Contractor has the expertise and qualifications, and is willing to provide services necessary to support the Project.

UT and Contractor agree as follows:

- 1. SERVICES.** Contractor will perform the services (**Services**) and provide deliverables (**Deliverables**) described in **Exhibit A** to the satisfaction of UT.
- 2. TERM.** The term (**Term**) of this Agreement will begin on **[DATE]**, and will expire **[DATE]**, unless sooner terminated.
- 3. FEES; PAYMENT.** UT is exempt from Texas Sales & Use Tax on goods and services in accordance with §151.309, *Tax Code*, and Title 34 *Texas Administrative Code* §3.322, and is not required to provide a tax exemption certificate to establish its tax exempt status. Subject to and in accordance with Chapter 2251, *Government Code*, UT will pay Contractor Fees and reimburse Travel Expenses, if any, specified in **Exhibit B**, no later than 30 days after the later of 1) performance of the Services; or 2) receipt of invoice and travel receipts. In accordance with §51.012, *Education Code*, Contractor will receive payments from UT through electronic funds transfer methods. Contractor will provide Contractor's bank information in writing on Contractor letterhead signed by an authorized representative of Contractor. UT will confirm Contractor's bank information before the first payment. Changes to Contractor's bank information must be communicated in writing at least thirty (30) days before the effective date of the change and must include an IRS Form W-9 signed by an authorized representative of Contractor.
- 4. RELATIONSHIP OF THE PARTIES.** Contractor is an independent contractor and is not an employee, partner, joint venturer, or agent of UT. Contractor will not bind nor attempt to bind UT to any agreement.
- 5. WARRANTIES AND REPRESENTATIONS.**
  - 5.1 Compliance with Laws and Policy.** Contractor will comply with (a) all applicable federal, state and local laws (**Applicable Laws**), and (b) for Services performed on UT premises, the *Rules and Regulations* of the Board of Regents of UT (**Board**) at <http://www.utsystem.edu/bor/rules/> and the policies of UT at <https://www.utsystem.edu/sites/policy-library/uts-policies> (**UT Rules**). Neither Contractor, nor anyone acting for a firm, corporation or institution represented by Contractor, has (1) violated the antitrust laws of the State of Texas (ref. Chapter 15, *Business and Commerce Code*), or federal antitrust laws, or (2) communicated directly or indirectly the content of Contractor's response to any UT procurement solicitation to any competitor or other person engaged in a similar line of business during the procurement process for this Agreement.
  - 5.2 Performance.** Contractor warrants that it will perform the Services in a good and workmanlike manner and in accordance with commercially reasonable standards of Contractor's profession or business.
  - 5.3 Legal Name.** Contractor represents and agrees that this Agreement reflects Contractor's full and correct legal name.
  - 5.4 Ethics Matters; No Financial Interest.** Contractor and its officers, employees, agents, representatives and permitted subcontractors (**Contractor Parties**) have read and understand UT's Conflicts of Interest Policy available at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts180-conflicts-interest-commitment-outside-activities>, UT's Standards of Conduct Guide available at <https://www.utsystem.edu/documents/docs/policies-rules/ut-system-administration-standards-conduct-guide>, and applicable state ethics laws and rules available at <https://www.utsystem.edu/offices/systemwide-compliance/ethics> (**Ethics Guidance**). Contractor Parties will not assist or cause UT, Regents, officers, employees, agents or representatives (**UT Parties**) to violate Ethics Guidance. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.
- 6. WORK MATERIAL.** All drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, and other

deliverables or materials prepared or produced by Contractor Parties in connection with the Services (**Work Material**), whether or not accepted or rejected by UT, are the property of UT and for UT's exclusive use and re-use at any time without further compensation and without any restriction. Contractor grants and assigns to UT all rights in and claims to the Work Material and will cooperate with UT in obtaining or enforcing UT's rights and claims. Contractor will not use the Work Material except as expressly authorized by this Agreement. Contractor will not apply for any copyright, patent or other property right related to the Work Material. **[NOTE: THIS AGREEMENT TEMPLATE SHOULD NOT BE USED FOR AGREEMENTS DOCUMENTING THE PROCUREMENT OF SOFTWARE DEVELOPMENT SERVICES OR OTHER INTELLECTUAL PROPERTY DEVELOPMENT SERVICES, BECAUSE ADDITIONAL PROVISIONS RELATED TO "WORK FOR HIRE" SHOULD BE INCLUDED AND AN INTELLECTUAL PROPERTY ATTORNEY SHOULD REVIEW THE AGREEMENT.]**

**7. CONFIDENTIALITY AND SAFEGUARDING OF UT RECORDS; PRESS RELEASES; PUBLIC INFORMATION.** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of UT, or (3) have access to, records or record systems (**UT Records**). However, UT will not provide to Contractor, and Contractor will never seek to access, any UT Records that contain personally identifiable information regarding any individual that is not available to any requestor under the Texas Public Information Act (**TPIA**), Chapter 552, Government Code, including "directory information" of any student who has opted to prohibit the release of their "directory information" as that term is defined under the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations. Contractor will: (1) hold UT Records in strict confidence and will not use or disclose UT Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by UT in writing; (2) safeguard UT Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that UT Records are safeguarded and the confidentiality of UT Records is maintained in accordance with all Applicable Laws and the terms of this Agreement; and (4) comply with UT Rules regarding access to and use of UT's computer systems, including UT165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>. At the request of UT, Contractor agrees to provide UT with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of UT Records.

**7.1 Return of UT Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement all UT Records created or received from or on behalf of UT, will be (1) returned to UT, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any UT Records, Contractor will provide UT with written notice of Contractor's intent to destroy UT Records. Within five (5) days after destruction, Contractor will confirm to UT in writing the destruction of UT Records.

**7.2 Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of UT.

**7.3 Public Information.** UT adheres to Applicable Laws (including opinions of the Texas Attorney General) related to disclosure of public information under TPIA. In accordance with §552.002 of TPIA and §2252.907, Government Code, at no additional charge to UT, Contractor will make any information created or exchanged with UT pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by UT that is accessible by the public.

**[NOTE: THIS AGREEMENT TEMPLATE SHOULD NOT BE USED FOR AGREEMENTS UNDER WHICH CONTRACTOR WILL RECEIVE UT DATA PROTECTED BY FERPA OR HIPAA BECAUSE ADDITIONAL PROVISIONS RELATED TO FERPA OR HIPAA SHOULD BE INCLUDED AND THE AGREEMENT WILL NEED TO BE REVIEWED BY THE UT PRIVACY OFFICER AND THE UT INFORMATION SECURITY OFFICER.]**

**8. TRANSFER PROHIBITED.** Contractor's interest in this Agreement may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without the express written consent of UT.

**9. Contractor's Insurance.** Contractor agrees to maintain, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain, at their sole expense, the following insurance coverages in at least the amounts specified with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-, VIII or better:

1. Employer's Liability\*: \$1,000,000 each accident, each employee and policy limit.
2. Workers' Compensation policy must include any states where contractor performs operations for University and a Waiver of Subrogation in favor of University.
3. Commercial General Liability (including contractual liability): \$1,000,000 per occurrence. The required Commercial General Liability policy will be issued on a form that insures Contractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this agreement.
  - a. Medical Expenses (any one person) - \$10,000
  - b. Personal & Advertising Injury - \$1,000,000
  - c. General Aggregate - \$2,000,000
  - d. Products - Completed Operations Aggregate - \$2,000,000
4. Business Auto Liability\*\* covering all owned, non-owned or hired automobiles, \$1,000,000 combined single limit per accident for bodily injury and property damage.
5. Umbrella Liability - \$2,000,000 minimum
6. All other insurance required by state or federal law

*\*Not required if services are provided off-campus, not on University's premises, unless Contractor owned, hired, or leased vehicles will be used in the performance of the services. If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.*

**All insurance policies** (with the exception of Worker's Compensation and Employer's Liability) **will be endorsed and name The University of Texas System Board of Regents, The University of Texas System, The University of Texas at Tyler, and The University of Texas Health Science Center at Tyler as Additional Insureds** for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability and Business Auto Liability will be endorsed to provide **primary and non-contributory coverage**. **All insurance policies** will find a **Waiver of Subrogation** in favor of **The University of Texas System Board of Regents, The University of Texas System, The University of Texas at Tyler, and The University of Texas Health Science Center at Tyler**. (Additional Insured status and Waiver of Subrogation can be added to the certificate of insurance in two acceptable ways; (1) in the columns shown on the Accord form for each coverage; and (2) in the Description of Operations / Locations / Vehicles to be attached to the Accord 101 if more space is needed.)

**Contractor hereby waives all rights of subrogation against The University of Texas System Board of Regents, The University of Texas System, The University of Texas at Tyler, and The University of Texas Health Science Center at Tyler**. All insurance policies will be endorsed to provide a waiver of subrogation in favor of **The University of Texas System Board of Regents, The University of Texas System, The University of Texas at Tyler, and The University of Texas Health Science Center at Tyler**. A Blanket Waiver of Subrogation Certificate is also acceptable. No policy will be canceled until after thirty (30) days' unconditional written notice to University. All insurance policies will be endorsed to require the insurance carrier providing coverage to Contractor to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this Section.

Contractor shall submit Certificate(s) of Insurance evidencing the foregoing requirements to the University contact listed below immediately following Contractor's receipt of this Addendum:

Chris Kinsey, Risk and Claims Analyst  
The University of Texas at Tyler  
Risk Management, STE 343  
3900 University Boulevard  
Tyler, TX 75799  
E-mail: [riskmanagement@uttyler.edu](mailto:riskmanagement@uttyler.edu) or [ckinsey@uttyler.edu](mailto:ckinsey@uttyler.edu)  
Fax: (903) 565-5829

Contractor shall note any known deficiencies in coverage, or non-compliance with the stated requirements, at the time the Certificate(s) of Insurance are submitted. University will review the information provided and contact Contractor regarding any concerns. In the event that University's concerns cannot be resolved to University's satisfaction then University may cancel the award of this Agreement and discontinue the process.

**Contractor shall not commence any services under this Agreement until Contractor has provided Certificate(s) of Insurance evidencing coverage satisfactory to University.**

**INDEMNITY.** CONTRACTOR WILL INDEMNIFY, HOLD HARMLESS AND DEFEND UT PARTIES, FROM AND AGAINST ALL LIABILITIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS (LEGAL OR EQUITABLE), AND COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING CLAIMS), OF ANY KIND OR NATURE, ARISING FROM CONTRACTOR'S PERFORMANCE OF THE SERVICES THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION, OR WILLFUL MISCONDUCT, OF CONTRACTOR OR ANY CONTRACTOR PARTIES FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. UT WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL IT SELECTS AT ITS OWN EXPENSE. IN ADDITION, CONTRACTOR WILL INDEMNIFY, HOLD HARMLESS AND DEFEND UT PARTIES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES.

- 10. FORCE MAJEURE.** Neither party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control.
- 11. TERMINATION.** UT may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. UT will pay Contractor for Services satisfactorily performed through the date of termination. Notwithstanding any provision to the contrary, UT will not pay Contractor Fees or reimburse Travel Expenses incurred after the date Contractor is given notice that Contractor could have avoided or mitigated.

12. **NOTICES.** Any notices, consents, approvals or other communications required under this Agreement will be in writing, and sent via certified mail, hand delivery, overnight courier, fax or email. Notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, fax or email, when received:

UT:

[Insert mailing address.]

Fax: [Insert fax number.]

Email: [Insert email address.]

Attn: \_\_\_\_\_

CONTRACTOR:

[Insert mailing address.]

Fax: [Insert fax number.]

Email: [Insert email address.]

Attn: \_\_\_\_\_

or other person or address given in writing by either party in accordance with this Section.

13. **ENTIRE AGREEMENT; EXTERNAL TERMS; AMENDMENT.** This Agreement (including exhibits and schedules which are attached and incorporated for all purposes) states the entire agreement and understanding between the parties, supersedes all prior agreements, written or oral, between the parties with respect to the subject matter of this Agreement, and prevails over and replaces all other agreements (including shrinkwrap, clickwrap, browsewrap, web-based terms of use, and any other terms displayed in any format that UT Parties accept or agree to before or in the course of accessing or using any Services), concerning Contractor's performance of the Services (**External Terms**). Prior agreements and External Terms are null and void and will have no effect, regardless of whether UT Parties agreed to the prior agreements or External Terms. This Agreement is binding on the parties, their successors and assigns, and may not be amended except by writing signed by authorized representatives of both parties.

14. **ADDITIONAL STATUTORY PROVISIONS.**

- 14.1 **Venue; Governing Law.** Smith County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.
- 14.2 **Breach of Contract Claims.** To the extent that Chapter 2260, *Government Code*, is applicable to this Agreement and not preempted by other applicable law, the Chapter 2260 dispute resolution process, will be used by UT and Contractor to attempt to resolve any breach of contract claim made by Contractor that cannot be resolved in the ordinary course of business. The chief business officer of UT will examine the claim, and any counterclaim, and negotiate with Contractor in an effort to resolve those claims. Neither the execution of this Agreement, nor any other conduct, action or inaction of any UT Party relating to this Agreement constitutes or is intended to constitute a waiver of UT's or the state's sovereign immunity to suit. UT has not and does not waive its right to seek redress in the courts.
- 14.3 **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly to any debt or delinquency that Contractor owes the State of Texas or any Texas agency, regardless of when the debt or delinquency arises, until paid in full.
- 14.4 **Child Support Certification.** Pursuant to §231.006, *Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 14.5 **Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate. **[Note: This Section only applies to a contract with a for-profit entity. Section 2252.151(1), Texas Government Code, defines "company" to have the meaning assigned by Section 806.001, Texas Government Code. Senate Bill 253 (85<sup>th</sup> Regular Session) moved Section 806.001 to Section 2270.0001, Texas Government Code. Section 2270.0001 defines "company" as a for-profit entity.]**
- 14.6 **Statements and Bond.** If Services are performed on UT premises, Contractor will comply with all requirements of Subchapter C, Chapter 2252, *Government Code*, including the provision of financial statements, payment statements derived from sales tax reports, and bonds.
- 14.7 **Texas State Auditor's Office (Auditor).** Acceptance of funds under this Agreement constitutes acceptance of authority of Auditor, to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), *Education Code*. Contractor agrees to cooperate with Auditor in the conduct of an audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
- 14.8 **Loss of Funding.** Performance by UT may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and allocation of funds by Board. If the Legislature fails to appropriate or allot the necessary funds or the Board fails to allocate the necessary funds, UT may terminate this Agreement immediately without liability.
- 14.9 **Contractor Certification Regarding COVID-19 Vaccination.** Pursuant to Section 161.0085, *Texas Health and Safety Code* (enacted by [SB 968, 87<sup>th</sup> Texas Legislature, Regular Session \(2021\)](#)), Contractor certifies that it does not require a customer 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 Contractor's business. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 14.10 **Federal Requirements for Telecommunications Equipment or Services.**
- (a) Contractor represents that it will not provide covered telecommunications equipment or services, as defined in 2 CFR § 200.216, to University in the performance of this Agreement or any contract, subcontract, or other contractual instrument resulting from this Agreement.
- (b) In the event Contractor identifies covered telecommunications equipment or services, as defined in 2 CFR § 200.216, used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of this



Agreement, or Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report information about the contract, equipment item, and mitigation measures to University within one business day, and provide University with an update within ten business days that includes measures to prevent recurrence.

15. **CRIMINAL BACKGROUND CHECK.** If requested by UT, Contractor will submit to a criminal background check (CBC) which may include verification of Contractor's addresses and tax identification number. Contractor will provide information and documents requested by UT. If Contractor fails to timely submit the information or documents, UT may terminate this Agreement under Section 8. UT will bear the expense of the CBC

16. **[Option: Include in contracts under which the Contractor (including its subcontractors, officers, or employees) has access to a state computer system or database. For more information, see the Texas Department of Information Resources' website on this requirement: <https://dir.texas.gov/View-About-DIR/Information-Security/Pages/Content.aspx?id=154>**

**CYBERSECURITY TRAINING PROGRAM.** If Contractor and/or its subcontractors, officers, or employees will have an account on a state computer system (for example, an account to an application, database, or network), then pursuant to [Section 2054.5192, Texas Government Code](#), Contractor and its subcontractors, officers, and employees must complete a cybersecurity training program certified under [Section 2054.519, Texas Government Code](#) and selected by the University. The cybersecurity training program must be completed by Contractor and its subcontractors, officers, and employees during the term and any renewal period of this Agreement. Contractor shall verify completion of the program to the University.]

17. **[Option: Include the following if under this Agreement the Contractor will be granted direct or remote access to or control of critical infrastructure in the State of Texas, excluding access specifically allowed by the University for product warranty and support purposes. For purposes of the following, "critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. As used in the preceding, "cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access. Contractor Certification Relating to Critical Infrastructure.** Pursuant to Chapter 2274, *Texas Government Code* (enacted by [SB 2116, 87<sup>th</sup> Texas Legislature, Regular Session \(2021\)](#), Contractor certifies (A) it is neither owned by nor is the majority of stock or other ownership interest of the Contractor held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the *Texas Government Code* (a "designated country") or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country. Contractor understands that the prohibitions set forth in the preceding sentence apply regardless of whether (1) Contractor's or its parent company's securities are publicly traded or (2) Contractor or its parent company is listed on a public stock exchange as either (a) a Chinese, Iranian, North Korean, or Russian company or (b) a company of a designated country. Contractor acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate ]

Authorized representatives of the parties have executed this Agreement effective as of the Effective Date:

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Full Name / Title (if Contractor is not an individual)

***For Contractor who are individuals, initial below:***

By initialing here \_\_\_\_\_, I represent that I am a citizen of the United States or a U.S. Lawful Permanent Resident.

**UT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Amir Mirmiran, Ph.D.  
Name

Provost and EVP for Academic Affairs  
Title

**EXHIBIT A**  
**SERVICES, DELIVERABLES AND SCHEDULE**

**1. Services and Schedule:**

Contractor will perform the following Services on the following Schedule and in accordance with the terms of this Agreement:

**2. Deliverables and Schedule:**

Contractor will deliver the following Work Materials to UT on the following Schedule:

**EXHIBIT B  
COMPENSATION**

**1. Fees:**

**CHOOSE ONE AND DELETE REMAINING CHOICES. REMOVE YELLOW HIGHLIGHTS.**

Subject to **Section 3**, Contractor will be paid an amount equal to \_\_\_\_\_ dollars (\$ \_\_\_\_\_) (**Fees**) for efforts expended directly and solely in performance of the Services between (DATE), (YEAR) and (DATE), (YEAR).

**OR**

Subject to **Section 3**, Contractor will be paid an amount (**Fees**) for efforts expended directly and solely in performance of the Services at an **HOURLY** rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for a total number of \_\_\_\_\_ (\_\_\_\_) hours between (DATE), (YEAR) and (DATE), (YEAR).

**OR**

Subject to **Section 3**, Contractor will be paid an amount (**Fees**) for efforts expended directly and solely in performance of the Service at a **DAILY** rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for \_\_\_\_\_ (\_\_\_\_) days between (DATE), (YEAR) and (DATE), (YEAR).

Total Fees will not exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_) (*excluding Travel Expenses*), without written consent of UT.

Contractor may be subject to Internal Revenue Service tax reporting

**2. Travel Expenses:**

Contractor will be reimbursed *without mark-up* for reasonable travel expenses (**Travel Expenses**), including meals, lodging, mileage, and airfare (*general coach seating only*), that Contractor validly incurs directly and solely in support of Contractor's performance of the Services. Contractor will not be reimbursed for Travel Expenses that are prohibited or that exceed the allowable amounts set forth in the State of Texas Travel Reimbursement Guide (**Guide**) at <https://fm.xcpa.state.tx.us/fm/travel/travelrates.php>, as may be amended from time to time. *Airfare reimbursement requires advance written approval by UT and will be cover general coach seating only.* Before reimbursement, Contractor must submit *original* receipts, invoices, and other documentation requested by UT.

Estimated Travel Expenses are as follows:

Meals:	\$ _____
Lodging:	\$ _____
Mileage:	\$ _____
Airfare:	\$ _____
Parking:	\$ _____
Other Miscellaneous Travel Expenses:	\$ _____
Total:	\$ _____

Reimbursement for Travel Expenses will not exceed a maximum of \$ \_\_\_\_\_ without prior written approval of UT.

**[NOTE: DELETE ALL BRACKETED ([ ]) AND/OR HIGHLIGHTED TEXT BEFORE SENDING THIS AGREEMENT FORWARD FOR PROCESSING.]**