

Request for Applications

Autism Grant Program

Appropriation Year (AY) 2026 & 2027

RFA# 1109

APPLICATION DEADLINE: 11:59 p.m. CT, February 13, 2026

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1 OVERVIEW OF FUNDING OPPORTUNITY

1.1 Program Title

Autism Grant Program (AGP)

1.2 Synopsis of Program

The THECB is seeking to award grants to eligible autism research centers at Texas public, private or independent institutions of higher education that currently provide evidence-based behavioral services and training to improve and expand the treatment of children with Autism Spectrum Disorder (ASD).

This RFA is seeking applications from Texas public, private, and independent institutions of higher education, as defined in Appendix A, to collectively serve at least 3,297 children each year of the grant period, (750 children under category 1 and 2,547 children under category 2 as the categories are described below). The application may address one or more of the following three categories: 1) Parent-directed Treatment, 2) Board-certified Behavior Analyst Training for teachers/paraprofessionals, and 3) Innovative ASD Treatment Models.

1.3 Program Authority

This program is authorized and appropriated by the 89th Texas Legislature, Regular Session through the General Appropriation Act, SB 1, Article III, Rider 34. The Texas Higher Education Coordinating Board ("THECB," "Coordinating Board," or "agency") administers the Autism Grant Program under the general THECB grant rules at Texas Administrative Code, Title 19, Part I, Chapter 10, Subchapter A, Rules §10.1-§10.8.

1.4 Point of Contact

All inquiries and communications concerning this RFA shall be directed in writing via email to:

Cristine Ayala,
Grant Manager
Texas Higher Education Coordinating Board
Academic and Health Affairs
Email: AGP@highered.texas.gov

1.5 Inquiries

All inquiries shall be directed to the point of contact in Section 1.4. Applicants must not discuss an application, or this RFA with any other THECB employee unless authorized by the Point of Contact. Failure to comply with this requirement may result in the disqualification of an application. Applicants may only rely on written responses from THECB.

Any information deemed by THECB to be important and of general interest or which modifies requirements of the RFA shall be sent in the form of an addendum to the RFA to all applicants that have submitted an application.

2 AWARD SUMMARY

2.1 Maximum Number of Awards Anticipated and Maximum Award Amount Anticipated

Contingent upon the amount of appropriation available, the THECB expects to award under three funding categories for the Grant Period (Grant Period): 1) Parent-directed Treatment, 2) Board-certified Behavior Analyst Training for teachers/paraprofessionals, and 3) Innovative Autism Treatment Models.

The THECB may award one or more AGP awards for each of the three grant categories to one or more applicant(s) to provide treatment to serve the maximum number of children with ASD. The following amounts are available by category:

- 1) Parent-directed Treatment – one or more grant awards, each with a typical award range of \$300,000-\$500,000 for the grant period to serve a maximum of 750 children per year.
- 2) Board-certified Behavior Analyst Training for Teachers/Paraprofessionals – one or more grant awards, each with a typical award range of \$250,000-\$400,000 for the grant period to serve a maximum of 2,547 children per year.
- 3) Innovative ASD Treatment Models, including research, development, and evaluation – one or more grants, with a typical award range of \$500,000-\$1,400,000 for the grant period.

2.2 Grant Period

The grant period will begin upon the execution of the Notice of Grant Award (NOGA) or on May 1, 2026, whichever is later, and will conclude on March 31, 2028. Awarded applicants will have obligations that extend beyond the grant period. The first year of grant period funding is from May 2026-March 2027, and the second year of grant period funding is from April 2027-March 2028.

At THECB's sole discretion, the second year of funding is contingent upon the awarded applicant using the grant funds according to the grant agreement terms

and conditions, including, but not limited to meeting expected project outcomes in the first year of the grant period.

2.3 Selection for Funding

See Section 7.

2.4 Application Timeline

The application process for this RFA is anticipated to proceed according to the Calendar of Events in Appendix B.

Dates - Application Steps

February 13, 2026 - Application Deadline

March 2026 - THECB Announcement of Grant Awards

3 ELIGIBILITY REQUIREMENTS

3.1 Eligible Applicant

An eligible applicant is an entity including a center, institute, department, college, or school, operated by a Texas public, private, or independent institution of higher education that currently provide evidence-based behavioral services and trainings for ASD, or a partnership among such institutions, which conduct research on autism and provides evidence-based treatment for ASD. The entity must be actively engaged in autism research and the treatment of children with ASD as of September 1, 2025.

Applicants to the Board-certified Behavior Analyst Training for the Teachers/Paraprofessionals category, as described throughout this RFA, may contract with educational service centers to provide training.

An eligible applicant is hereinafter "applicant," and once selected by THECB, becomes an "awarded applicant."

See Appendix A, Definitions, for further description of various terms used herein.

3.2 Eligible Projects

Applications submitted under this RFA must be conducted by an autism research center, as defined in Section 3.1, Eligible Applicant. Autism research centers include centers, institutes, departments, colleges, and schools, which are part of a Texas public, private or independent institution of higher education that currently provide evidence-based behavioral services and trainings for ASD or a partnership among such institutions, which conduct research on autism and provides evidence-based treatment for ASD or a partnership of public, private, or independent institutions of higher education and were actively engaged in autism research and treatment of children with ASD as of September 1, 2025.

3.3 Priority Projects

Omitted from this program.

3.4 Maximum Number of Applications Per Applicant

Each applicant is limited to submitting one application per autism research center or department within their institution. An eligible institution of higher education with more than one distinct autism research center or department, may submit a separate application for each, provided each application falls under separate categories defined in Section 2.1.

3.5 Notice of Intent to Apply

A Notice of Intent to Apply (NOI) not required.

4 APPLICATION SUBMISSION

4.1 APPLICATION DEADLINE: 11:59 P.M. (CT), February 13, 2026

Applications must be:

- completed in accordance with this RFA
- submitted by an authorized agent of the applicant entity
- submitted via the [agency's Grant Management System](#). (GMS)

*Late or incomplete applications will not be accepted. Applications not submitted electronically via the agency's grant management system will **not** be accepted.*

THECB will not accept mailed, emailed, hand-delivered, or faxed applications.

4.2 THECB Confirmation of Application Receipt

THECB shall not be responsible for applications that are delayed, blocked, or otherwise prevented from successful submission within the THECB GMS due to user error, connectivity issues, or security settings on the applicant's network or device. Applicants are strongly encouraged to submit early to avoid potential technical issues near the submission deadline.

THECB will confirm receipt of each application through the agency's GMS. If an applicant does not receive such written confirmation within the system, the applicant must contact the Point of Contact listed in Section 1.4 by email immediately. Applicants are responsible for retaining proof of timely submission, as indicated by the official GMS timestamp.

4.3 Cost of Application Preparation

All costs associated with the preparation and submission of an application for this RFA are the responsibility of applicant.

4.4 Application Delivery and Late Applications

Applications must be submitted by an authorized representative of the applicant. The applicant is solely responsible for ensuring that the application is successfully submitted in the agency's GMS by 11:59 p.m. (CT) February 13, 2026. Failure to submit a complete application by the deadline will result in disqualification from consideration. Late applications, regardless of the circumstances, will not be accepted or reviewed.

5 PROGRAM BACKGROUND AND PROGRAM OVERVIEW

In 2025, the 89th Texas Legislature, Regular Session passed the General Appropriations Act, SB 1, Article III, Rider 34, which directs the THECB to award grants to autism research centers at Texas public, private, or independent institutions of higher education that currently provide evidence-based ASD behavioral services and training for projects in three award categories: 1) Parent-directed Treatment, 2) Board-certified Behavior Analyst Training for teachers/paraprofessionals, and 3) Research, development, and evaluation of innovative autism treatment models.

AGP is funded from a General Revenue appropriation of \$7,410,000, Strategy G.1.1, to the Coordinating Board. The 89th Texas Legislature provided direction on categories, funding, and numbers of children to be served in Article III, Rider 34.

6 PROJECT REQUIREMENTS

6.1 Funding Restriction

AGP funds shall not be substituted for any other funds available to the applicant or any program or project partners. Awarded funds shall be spent only on expenses that support the AGP as documented in the applicant's Budget and Timeline.

6.2 Allowable Costs and Prohibited Costs

6.2.1 Allowable Cost Categories

Funds awarded under the AGP must be spent only on costs necessary for the operation of the awarded project under the specified category. The THECB may negotiate a final budget, including any itemized detailed information, with each awarded applicant. Indicate what percent (X%) of the total project budget will be utilized for each of the allowable budget categories. Reasonable costs in the budget categories below are allowable. Applicants must indicate in itemized detail what percent (X%) of the total project budget will be dedicated to each category, along with the dollar amount:

Personnel Compensation – Costs for faculty and staff must reflect salaries appropriate to the tasks that will be performed, and the length of time spent on AGP-related activities. Stipends and benefits are allowed for graduate

students and research assistants for time allotted to working on the awarded project.

Compensation may include a portion of salaries, wages, and benefits of personnel, including, but not limited to the following positions: *project director, coordinator, and administrative support*.

Travel – Travel expenses are allowed for personnel conducting activities directly related to the grant project. These costs must be specifically identified in itemized detail and justified in the Application Budget, the Final Award Budget, and/or a budget subsequently approved by THECB via a Budget Change Request. Travel expenses must be consistent with state of Texas guidelines relating to type (transportation, lodging, meals), funding basis (actual cost, per diem, mileage), and reasonableness.

Equipment and Technology – For Parent-directed Treatment and Board-certified Behavior Analyst Training for Teachers/Paraprofessionals categories, funds for this purpose must be necessary for the project to succeed and have a useful life of more than two years. Funds expended shall not exceed ten percent (10%) of total project budget; the 10% is not applicable to the Innovative ASD Treatment Models category.

Other Direct Costs – Approval of expenditures for Other Direct Costs is at the discretion of THECB. These costs must be specifically identified and justified in the application budget and the negotiated award budget.

6.2.2 Prohibited Costs

The following types of costs shall not be included in the proposed budget or be paid with AGP Grant funds:

- Costs incurred prior to the Grant Period, unless written approval by the THECB has been granted for Pre-Award grant activity.
- Costs for ongoing support of the awarded project after the end of the grant award.
- Salaries or other stipends that are calculated at a higher pay rate than that which an individual normally receives in a position (or in a similar position).
- Equipment and Technology costs that in total exceed ten percent (10%) of total project budget (not applicable to the Innovative ASD Treatment Models Category).
- Faculty, researcher (including graduate students and research assistants), staff, or consultant recruiting expenses, including travel, entertainment, and relocating expenses.

- Travel reimbursement, (e.g., transportation, parking, fuel, lodging, or meals) for children with ASD or members of their families participating in the AGP.
- Foreign travel and other travel not consistent with state of Texas guidelines relating to type (transportation, lodging, meals), funding basis (as actual cost, per diem, mileage), and reasonableness.
- Scholarship, student aid, and loan assistance for students (stipends for graduate assistantships are allowed).
- Construction or remodeling of facilities, architect's fees, and feasibility studies.
- Rent paid to an institution of higher education or an external facility.
- Warranties, protection plans, and service contracts beyond the standard coverage period (i.e., extension periods) that is included in the purchase price.
- Food and beverages.
- Alcohol.
- Tips or gratuities.
- Indirect costs.

The awarded applicant may not charge any of the following costs to the AGP without prior written approval from THECB:

- Equipment, including software, not specifically itemized in the awarded application.
- Domestic travel not specifically itemized in the awarded application.
- Salaries and fringe benefits for positions other than those specifically identified in the awarded application.

6.2.3 Budget Changes

Submission of a Budget Change Request and THECB's prior written approval is required to allow:

- Domestic travel not specifically itemized in the Application Budget of the Final Award Budget;
- Other Direct Costs not specifically identified and justified in the Application Budget or the Final Award Budget;
- Budget transfers across the allowable budget categories listed in Subsection 6.2.1 that exceed ten percent (10%) of the total Grant Award during the Grant Period);

- Budget Change Request approval must be received in writing from the Point of Contact for AGP.

7 AWARD SELECTION CRITERIA

Each applicant shall satisfy Section 3 and all other requirements listed in this RFA. Applicants shall be selected for funding on a competitive basis.

This RFA is designed to issue grant awards that provide the best overall value to the state within the number of children with ASD served, project quality, cost of the project, financial ability to conduct the project, state and regional needs and priorities, and past performance on THECB grants. Selection criteria shall be based on eligibility requirements, funding priorities (if applicable), and project quality, as determined by reviewer criteria, and other factors, including past performance on THECB grants.

7.1 Application Screening

THECB staff shall conduct an initial screening of applications to determine if they adhere to the Grant program requirements contained in the RFA. An application must meet RFA requirements and be submitted with proper authorization on or before the day specified by THECB to qualify for further consideration.

Incomplete, ineligible, or otherwise non-compliant applications will not be considered for funding. It is anticipated that THECB staff will notify applicants eliminated through the screening process within 30 days of the submission deadline.

Applications that pass the initial screening for completeness and eligibility will be further considered for award selection according to the general selection criteria described in Section 7.3.

7.2 Priority Criteria for Award Selection

Omitted from this program.

7.3 General Criteria for Award Selection

Reviewers will evaluate the applications based on the program elements and the review criteria presented in this section, which are designed to enable the reviewers to assess the quality of a proposed project and determine the likelihood of its success.

1. Project design and viability: Provides a detailed explanation of the applicant's autism treatment, training, or research program and provides a rationale, including the basis for evidence. (45 points)
2. Resources: Provides detailed information related to project access to institutional resources, and institutional leadership support for the program. (20 points)

3. Evaluation and expected outcomes: Provides sufficient detail to determine the applicant's ability to serve the grant's targeted population and to achieve the unique goals of the grant by category. Expected outcomes should be attainable, incorporates continuous feedback for program refinement, provides assurance of adequate staffing for data collection and reporting during the grant period, and aligns with grant program objectives. (35 points)

Reviewers will use the General Selection Criteria to score applications.

Parent-directed Treatment Grant Category: The available program funding may be awarded to several applicants, with the goal of serving a total of at least 1,500 children with ASD and their parent ("pairs") over the grant period (750 pairs per year).

- Applications for the Parent-directed Treatment Grant must indicate the number of pairs that will be served within the Grant Period, and state how many children will be served in each year of the grant, to include a grand total projected to be directly served during the Grant Period. Children directly served in current or past AGP Grants Periods may not be included.
- The applicant must include:
 - 1) a timeline for development and implementation, and
 - 2) a description of the target population.
- The applicant must also demonstrate evidence to indicate that parents or legal guardians will be effectively instructed in treatment methods.

Board-certified Behavior Analyst Training for Teachers/Paraprofessionals Category: The available program funding may be awarded to multiple applicants, with the goal of serving at least 5,094 over the grant period so that the total number of children with ASD served in a year by all Board-certified Behavior Analyst Training for Teachers/Paraprofessionals grants equals at least 2,547 children per year.

- Applications for the Board-certified Behavior Analyst Training for Teachers/Paraprofessionals grant must indicate the number of teachers who will receive training and the number of children with ASD that will be served in each year of the grant, to include a grand total projected to be served during the Grant Period. Children directly served in current or past AGP Grants Periods may not be included.
- The applicant must demonstrate evidence to indicate that teachers and/or paraprofessionals will be instructed in Behavior Analyst treatment methods.

Applicants are encouraged to contract with Educational Service Centers to increase the number of teachers/paraprofessionals trained.

Innovative ASD Treatment Models Category: The available program funding may be allocated among multiple applicants to serve the maximum number of children with ASD.

- Applications for the Innovative ASD Treatment Models grant must indicate the number of children with ASD that will be served in each year of the grant. The applications must provide a clear description that demonstrates how the proposed treatment model is innovative in comparison to conventional treatment models.

7.4 Recommendation for Funding

THECB staff shall make a recommendation of selected applicants consistent with THECB Texas Administrative Code Rule, Title 19, Part 1, Chapter 1, Subchapter A, §1.16

8 DISTRIBUTION OF AWARD FUNDS

8.1 Issuance of Grant Award

Following completion of all negotiations between THECB and applicants and the subsequent award announcements, each awarded applicant will receive a Notice of Grant Award (NOGA) through the GMS. The NOGA becomes effective on the date it is fully executed or on May 1, 2026, whichever is later. Throughout this RFA, the terms "NOGA," "Award," and "Grant" are used interchangeably.

The NOGA must be executed by an individual authorized to enter into a grant agreement on behalf of the applicant. Upon execution of a NOGA resulting from this RFA, the term "applicant" shall have the same meaning as "awarded applicant" or "grantee." The Texas Higher Education Coordinating Board, a state agency, may also be referred to as the "THECB," "Board," or "Agency." At times, THECB or "Board" and awarded applicant are referred to singularly as "Party" and collectively as "Parties."

8.2 "Disclosure of Interested Parties" Requirement

If applicable, THECB may not execute a NOGA with a for-profit, not-for-profit entity or organization, including private institutions, until the entity has presented a certificate disclosing interested parties in compliance with Section 10.24 of this RFA.

8.3 Funds Disbursement and Payment Terms

Subsequent to full NOGA execution and THECB receipt of the Disclosure of Interested Parties as applicable, Grant Award funds will be disbursed according to the following provisions of this RFA.

AGP Grants are funded through state general appropriations. Awarded applicant shall receive payments through the Texas Comptroller of Public Accounts via Recurring Transaction Index (RTI) process in the Uniform Statewide Accounting System (USAS).

Awarded applicants should contact their Appropriation Control Officer regarding receipt of funds. The THECB shall not disburse awarded funds until the NOGA has

been fully executed and, if applicable, the Disclosure of Interested Parties has been received and acknowledged by THECB, as described in Section 8.2.

Upon execution of the NOGA and receipt of the Disclosure of Interested Parties (if applicable), the Grantee will receive an advance of 50% of the total funds awarded. This advance is necessary for performance under the grant program.

At THECB's sole discretion, after the first payment (50% of the total grant award), the second payment (25% of total grant award) and final payment (25% of total grant award) is contingent upon the awarded applicant submitting the second and third project report and expenditure report. Payments will be made after THECB reviews and approves these reports.

Awarded applicant must submit the Project Report and Expenditure Report by the deadlines established in Section 9 Monitoring and Reporting Requirements.

Awarded applicant shall not expend or incur against awarded funds until the NOGA has been fully executed.

8.4 Last Day of Expenditures

All allowable grant-related expenses must be incurred on or before March 31, 2028. Expenses incurred after this date cannot be charged to AGP.

8.5 Return of Unexpended Funds

Awarded applicants shall return any unexpended funds to THECB within ninety (90) days after the end of the Grant Period, or June 29, 2028, unless otherwise agreed in writing by THECB and Grantee.

Awarded applicant shall return any remaining funds promptly if Award is terminated.

8.6 Grant Extension

Extension of the Grant Period for the project may be granted at the sole discretion of THECB. An awarded Applicant may be eligible to request a maximum 6-month no-cost grant extension to fully complete grant project activities and goals. Awarded applicant must request an extension electronically via the agency's GMS by October 1, 2027. Extensions are subject to the availability of appropriated funds and to the eligibility requirements at the THECB's sole but reasonable discretion.

9 MONITORING AND REPORTING REQUIREMENTS

THECB shall gather data under the categories described in Section 7.3 from each institution's autism research center which must include data sets of the number of children served, the number of parents and/or teachers/paraprofessionals trained, and the results of the research on innovative treatment models. Grantees must be prepared to provide data as described above to THECB by June 1 of each grant year.

9.1 Monitoring

THECB staff shall monitor and oversee AGP progress and compliance through required reporting to ensure that grant commitments are met and that all financial activities related to the award are accurate and appropriate. Awarded applicants are required to complete the reports identified in Sections 9.2 and 9.3 within the agency's GMS.

Failure to submit required information by the designated due date, without a prior approved extension, may result in enhanced monitoring and may impact eligibility for subsequent funding opportunities.

9.2 Project Narrative Report

Awarded applicant shall submit three project reports and a final project report as specified by THECB on or before the following dates:

1. First Project Report due October 8, 2026,
2. Second Project Report due April 8, 2027,
3. Third Project Report due October 7, 2027,
4. Final Project Report due April 28, 2028.

Project Reports will generally include, but may not be limited to:

Narrative status report on the development of an AGP program, including the number of children served (directly served for the Parent-directed Treatment Category), and teachers as applicable, per award category requirements for each reporting period and to date.

9.3 Financial Expenditure Reports

Awarded applicant shall submit a financial expenditure report as specified by THECB on or before the following dates:

1. First Expenditure Report due October 8, 2026,
2. Second Expenditure Report due April 8, 2027,
3. Third Expenditure Report due October 7, 2027,
4. Final Expenditure Report due May 12, 2028.

Financial Expenditure Reports will generally include project budget and expenditure timeline status.

Awarded applicant shall submit financial expenditure reports to the Point of Contact due on or before the following date: May 12, 2028.

9.4 Changes to Key Personnel

If awarded applicant must replace the project director, project investigator, co-director, or co-project investigator, awarded applicant must immediately notify the Point of Contact with details, including a biosketch for the replacement(s).

10 TERMS AND CONDITIONS

10.1 Termination

Notwithstanding the termination or expiration of this Grant Agreement, the provisions of this Grant Agreement regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, provision of services, and default shall survive the termination or expiration dates of this Grant Agreement.

10.1.1 Convenience of the State

THECB, in its sole discretion, may terminate this Grant Agreement upon one (1) calendar day's written notice to Grantee. Such notice will be provided in accordance with Section 11.35 of this Grant Agreement. In the event of such termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. THECB sole and maximum obligation shall be to pay Grantee for previously authorized services completed in accordance with the Grant Agreement and performed prior to the effective date of termination. THECB shall have no other liability, including no liability for any costs associated with the termination.

10.1.2 Termination for Cause

THECB may, by written notice to Grantee, immediately terminate this Grant Agreement for cause if: (a) THECB is not reasonably satisfied with Grantee's performance; (b) default or abandonment by Grantee occurs; or (c) Grantee fails to comply fully with any term or condition of this Grant Agreement, through no material fault of THECB. If THECB deems it appropriate under the circumstances, THECB will provide a three (3) business day advance written notice of intent to terminate to Grantee, and THECB will provide Grantee with an opportunity for consultation with THECB prior to termination during that three (3) business day period.

If Grantee fails or refuses to perform its obligations or comply with terms of this Grant Agreement, THECB may exercise any and all rights as may be available to it by law or in equity. In the event THECB exercises its right to terminate for cause, Grantee is responsible for paying reasonable costs, fees, expenses, and other damages available to THECB including but not limited to, attorney's fees, court costs, and any other consequential damages to the state

of Texas and THECB resulting from Grantee's non-performance or noncompliance.

10.1.3 Abandonment or Default

If Grantee abandons or defaults on the Grant Agreement, THECB reserves the right to terminate the Grant Agreement without notice and re-award the Grant Agreement to the next best responsive and responsible grant applicant. The defaulting Grantee will not be considered in the re-award and may not be considered in future solicitations for the same type of work unless the specification or scope of work significantly changed. The period of suspension will be determined by THECB based on the seriousness of the default.

10.1.4 Applicable Law and Conforming Amendments

THECB may terminate this Grant Agreement immediately upon notice to Grantee in the event federal or state law is enacted, amended, or judicially interpreted so as to render continued fulfillment of the Grant Agreement, on the part of THECB, wholly unreasonable or impossible. THECB reserves the right, at its sole discretion, to unilaterally amend this Grant Agreement throughout the Grant Agreement Term to incorporate any modifications necessary for THECB's compliance, as a Texas state agency, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

10.1.5 Excess Obligations (Non-Appropriation)

The Grant Agreement is subject to termination or cancellation, without penalty to THECB, either in whole or in part, subject to the availability of state funds.

10.1.6 Effect of Termination

Upon any termination, all indemnities, including without limitation those set forth in this Grant Agreement, as well as Grant Agreement provisions regarding confidentiality, records retention, right to audit, ownership, and dispute resolution, shall survive the termination of this Grant Agreement for any reason whatsoever and shall remain in full force and effect. In the event of any termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination, unless otherwise agreed to in writing by the Parties. For any termination by THECB other than termination for non-appropriation, THECB shall be liable to Grantee for only that portion of the previously authorized performance completed in accordance with Grant Agreement requirements and performed prior to the effective date of termination.

10.1.7 Transfer of Duties

In the event of termination, Grantee will provide reasonable cooperation to transfer its duties under the Grant Agreement to another entity without disruption, if applicable.

10.2 Amendment

This Grant Agreement may be modified only by written amendment executed by the Parties hereto; however, any amendment of this Grant Agreement that conflicts with Texas state laws shall be void ab initio.

10.3 Indemnification, Acts or Omissions

(This section does not apply to state agencies, local government entities, or political subdivisions of the state of Texas.)

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND THECB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

10.4 Sovereign Immunity

The Parties stipulate and agree that no provision of, or any part of this Grant Agreement between THECB and Grantee, or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and Texas state laws; (2) to extend liability to THECB beyond such liability provided for in the Texas Constitution and Texas state laws; or (3) as a waiver of any immunity provided by the Eleventh Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the state of Texas and the United States. The state of Texas and THECB do not waive sovereign immunity by entering into this Grant Agreement and specifically retain such immunity and all defenses available to them under Texas state laws or common law.

10.5 Assignment

Grantee shall not assign its rights under the Grant Agreement or delegate the performance of its duties under the Grant Agreement without THECB's prior written approval. Any attempted assignment in violation of this provision is void and without effect.

10.6 Delegation or Subcontracting

Unless as otherwise provided for in this Grant Agreement, no contractual rights, interest, or obligation shall be delegated or subcontracted by Grantee without THECB's prior written approval. No delegation or subcontract approved by THECB shall relieve Grantee of any obligation or responsibility under this Grant Agreement and Grantee shall ensure that the terms and conditions of this Grant Agreement are applicable to any subcontractor. It is the Parties' intent that to the extent subcontracting is approved by THECB, Grantee shall make a good faith effort to subcontract with Historically Underutilized Businesses (HUB), as defined in Texas Government Code § 2161.001(2), during the performance of this Grant Agreement. The goal of the HUB program is to promote full and equal business opportunities for all businesses contracting with the state of Texas.

10.7 Right to Audit and Records Retention

Grantee understands that acceptance of funds 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, THECB or any successor agency, as well as any external auditors selected by the State Auditor's Office, THECB or, in agreements involving federal funds, any auditors selected by the United States, including, but not limited to the cognizant federal agencies and/or federal Offices of the Inspector General (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the Audit Entities in the conduct of an audit or investigation, including promptly providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirements to cooperate is included in any subcontract it awards.

Grantee shall maintain its records and accounts in a manner which assures a full accounting for all funds received and expended by Grantee in connection with the Grant Project. These records and accounts (which includes all receipts of expenses incurred by Grantee) shall be retained by Grantee and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by law or regulation to do so for a period of not less than seven (7) years from the date of completion of the Grant Agreement or the date of receipt by THECB of Grantee's final claim for payment or final expenditure report or until any litigation/billing issues are resolved, whichever is later. If an audit has been

announced, the records shall be retained until such audit has been completed. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the services provided in this Grant Agreement. Grantee and any subcontractors shall provide any Audit Entities with any information such entity deems relevant to any monitoring, investigation, evaluation, or audit.

Grantee's failure to comply with this subsection (Right to Audit and Records Retention) shall constitute a material breach of this Grant Agreement and shall authorize THECB and the state of Texas to immediately assess appropriate damages for such failure. THECB reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records on work performed under this Grant Agreement. Grantee shall reimburse THECB for any over-payments within thirty (30) calendar days of receipt of THECB's written notice.

Awarded applicant shall have an accounting system that accounts for cost in accordance with generally accepted accounting principles. Awarded applicant's accounting system must include an accurate and organized file/records system for accounting and financial purposes for providing backup materials for billings.

10.8 Time and Effort Recordkeeping

For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by awarded applicant that confirm the project work provided within each funding source. Awarded applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding sources, unless otherwise specified.

10.9 Texas Grant Management Standards

Grantee agrees to follow and comply with the Texas Grant Management Standards (TGMS), including all of its applicable conditions and State Assurances. TGMS is herein incorporated for all purposes into this Agreement. All applicable conditions and uniform assurances can be found at <https://comptroller.texas.gov/purchasing/docs/grant-management-reader.pdf>.

10.10 Forms, Assurances, and Reports

Awarded applicant shall timely file with the proper authorities all forms, assurances and reports required by state laws and regulations. THECB shall be responsible for reporting to the proper authorities any failure by awarded applicant to comply with the foregoing laws and regulations coming to THECB's attention and may deny reimbursements or recover payments made by THECB to awarded applicant in the event of awarded applicant's failure to so comply.

10.11 Site Visits

Throughout the Grant Term, THECB and/or its representatives shall have the right to make site visits to review the AGP operations and accomplishments.

10.12 Supplanting Prohibition

A Grant Award may not be used to replace federal, state, or local funds.

10.13 Carryover of Funds

At THECB's discretion and in compliance with Texas law, unencumbered funds may carry over from each year of the Grant Period.

10.14 Applicable Conditions and Uniform Assurances

The standard financial management conditions and uniform assurances set out in the RFA are applicable to all grants, cooperative agreements, contracts, and other financial assistance arrangements executed between state agencies, local governments, and any other sub-recipient not specifically excluded by state or federal law.

10.15 Child Support Obligation Family Code

(Not applicable to state agencies, government entities, or nonprofits.)

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate." Tex. Fam. Code § 231.006(d). If this certification is shown to be false, Grantee is liable to THECB for attorneys' fees, the costs necessary to complete the Grant Agreement, including the cost of advertising and awarding a second grant agreement, and any other damages provided by law or Grant Agreement.

10.16 Dispute Resolution

The dispute resolution process provided in Texas Government Code Chapter 2009 is available to the Parties to resolve any disputes arising under the Grant Agreement.

10.17 Public Disclosure

Publication, including presentations, is encouraged; however, awarded applicant agrees to notify THECB prior to the publication of any information, including results, findings, or reports regarding the activities being conducted under this RFA. Awarded applicant shall ensure the following statement is included in any published work:

This work was supported in whole or in part by a grant from the Texas Higher Education Coordinating Board (THECB). The opinions and conclusions expressed in this

document are those of the author(s) and do not necessarily represent the opinions or policies of THECB.

Should awarded applicant be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under this RFA, awarded applicant shall notify its THECB Point of Contact, when possible, before communicating with news media. If that is not possible, awarded applicant shall notify its THECB Point of Contact immediately after concluding the communication with the news media.

Should awarded applicant desire to contact any news media about any information, including results, findings, or reports regarding activities being conducted under this RFA, awarded applicant shall notify its THECB Point of Contact before communicating with news media.

Any written publication shall be sent electronically to the THECB Point of Contact.

10.18 Confidentiality, Public Information Act, and FERPA

Notwithstanding any provisions of this Agreement to the contrary, Grantee understands that as a Texas state agency, THECB is subject to and will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial rulings and opinions of the Attorney General of Texas. Grantee will cooperate with THECB in the production of documents responsive to any such requests under the Public Information Act at no additional charge to THECB.

10.18.1 Public Information Act

THECB will determine whether to submit a request for a ruling seeking to withhold information from a Public Information Act requestor to the Open Records Division of the Office of the Attorney General of Texas. This Grant Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Grantee will notify THECB's Point of Contact within twenty-four (24) hours of receipt of any third-party requests for information it receives relating to this Grant Agreement. In accordance with Texas Government Code § 2252.907, Grantee is required to make any information created or exchanged with THECB pursuant to this Grant Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to THECB and shall cooperate with THECB in doing so. Grantee agrees to maintain the confidentiality of information received from THECB and the state of Texas during the performance of this Grant Agreement, including information which discloses confidential personal information. Grantee will not disclose any information to which it is privy under this Grant Agreement without THECB's prior written consent. Grantee will indemnify and hold

harmless the state of Texas, its officers, and its employees and THECB, its officers, and its employees for any claims for damages that arise from the disclosure by Grantee of information also held by the state of Texas or THECB to which Grantee is privy under this Grant Agreement.

All submitted applications become the property of THECB after the RFA submittal deadline date. Upon acceptance of the Grant Agreement, all information submitted with applicant's application becomes public record and all information submitted with awarded applicant's application becomes part of the Grant Agreement. Therefore, such information is subject to disclosure under the Texas Public Information Act, unless an exception under the Texas Public Information Act is applicable.

Any proprietary information or copyrighted materials included in applicant's application may be subject to disclosure unless such proprietary information or copyrighted materials is clearly identified by applicant, and such identification is submitted concurrently with the original submission of the proprietary information. Such identification of proprietary information shall be clearly marked in the application on each page it appears. Such markings should be in boldface type at least 14-point font.

If awarded applicant fails to clearly identify proprietary information with the original submission of the proprietary information, then those sections will be deemed non-proprietary and made available upon public request after the Grant is awarded. The production of any material under the Grant shall not have the effect of violating or causing THECB to violate any law, including the Texas Public Information Act.

10.18.2 Family Educational Rights and Privacy Act

Grantee agrees to comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the implementing federal regulations, 34 C.F.R. Part 99.

10.18.3 Protection of Confidential Data (Covered Data and Information)

Grantee agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in FERPA (34 C.F.R. § 99.33(a)(2)) and with the terms set forth in Section 11, Terms and Conditions. FERPA, 34 C.F.R. § 99.33(a)(2), states that the officers, employees, and agents of a party that receives education record information from THECB may use the information, but only for the purposes for which the disclosure was made.

10.18.4 Acknowledgment of Access to Covered Data and Information

Grantee acknowledges that the Grant Agreement allows Grantee access to Covered Data and Information (CDI).

10.18.5 Prohibition on Unauthorized Use or Disclosure of CDI

Grantee agrees to hold CDI in strict confidence. Grantee shall not use or disclose CDI received from or on behalf of THECB except as permitted or required by the Grant Agreement, as required by law, or as otherwise authorized in writing by THECB. Grantee agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

10.18.6 Return or Destruction of CDI

Upon termination, cancellation, expiration or other conclusion of the Grant Agreement, Grantee shall return all CDI to THECB or, if return is not feasible, destroy any and all CDI. If Grantee destroys the CDI, Grantee shall provide THECB with a certificate confirming the date the CDI was destroyed.

10.18.7 Breach

Any violation of these FERPA provisions by Grantee shall be deemed a material breach of the Grant Agreement.

10.18.8 Maintenance of the Security of Electronic Information

Grantee shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted CDI received from, or on behalf of THECB. These measures will be extended by contract to all subcontractors used by Grantee.

10.18.9 Reporting of Unauthorized Disclosures and/or Misuse of CDI

Grantee shall, within one hour of discovery, report to THECB any use and/or disclosure of CDI not authorized by this Grant Agreement or in writing by THECB. Grantee's report shall identify: (i) the nature of the unauthorized use and/or disclosure, (ii) the CDI used and/or disclosed, (iii) who made the unauthorized use and who received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use and/or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use and/or disclosure. Grantee shall provide such other information, including a written report, as requested by THECB.

10.19 Infringements

(This section does not apply to state agencies, local government entities, or political subdivisions of the state of Texas.)

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, THECB, AND THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, OFFICERS, AND DESIGNEES FROM AND AGAINST ALL

CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, SERVICE MARK, TRADE SECRET OR OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHT IN CONNECTION WITH OR ARISING FROM THE PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT/AWARD AGREEMENT. GRANTEE AND THECB 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 ATTORNEY GENERAL OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Grantee shall have no liability under this section if the alleged infringement is caused in whole or in significant part by: (i) THECB's use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product by THECB without Grantee's approval, (iii) any modifications made to the product by Grantee pursuant to THECB's specific instructions, (iv) any intellectual property right owned by or licensed to THECB by a person or entity other than Grantee, or (v) any use of the product or service by THECB that is not in substantial conformity with the terms of any applicable license agreement.

If Grantee becomes aware of an actual or potential claim, or THECB provides Grantee with notice of an actual or potential claim, Grantee may (or in the case of an injunction against THECB, shall), at Grantee's sole option and expense; (i) procure for THECB the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that THECB's use is non-infringing.

10.20 Ownership/Work Made for Hire

For purposes of this Grant Award, the term "Work" or "Work Product" is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property, or other property developed, produced, or generated in connection with the work performed under the Grant Agreement.

Copyright. When copyrightable material is developed in the course of or under this Grant Agreement, awarded applicant is free to copyright the materials or permit others to do so. THECB shall have a royalty-free, non-exclusive, fully-paid up, no cost, transferable, worldwide, and irrevocable right and license to reproduce, publish, or otherwise use and to authorize others to use for governmental and educational

purposes: (1) the copyright in any work developed under the Grant and (2) any rights of copyright to which a awarded applicant (or any sub-grantee or subcontractor of the Grantee) purchases ownership with Grant funds. In no event shall awarded applicant (or any sub-grantee or subcontractor to the awarded applicant) charge other Texas state agencies, institutions of higher education, or independent institutions of higher education (as the terms "institutions of higher education" and "independent institutions of higher education" are defined in the Texas Education Code) for any license to use any or all copyrights purchased with Grant funds or in any work developed under the Grant Agreement.

Data. THECB has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced under this Grant and (2) authorize others to receive, reproduce, publish, or otherwise use such data for governmental and educational purposes. In no event shall awarded applicant (or any sub-grantee or subcontractor to the awarded applicant) charge other Texas state agencies, institutions of higher education, or independent institutions of higher education (as the terms "institutions of higher education" and "independent institutions of higher education" are defined in the Texas Education Code) for any license to use any or all data first produced under this Grant.

Grantee shall ensure that this provision, "Ownership/Work Made for Hire," is contained in any subcontract THECB has authorized Grantee to award. Grantee shall not use, willingly allow, or cause to have such Work used for any purpose other than the performance of Grantee's obligations under this Grant Agreement without THECB's prior written consent; provided, however, that Grantee shall be allowed to use nonconfidential materials for writing samples in pursuit of work or for other governmental or educational purposes.

10.21 Governing Law and Venue

The Grant Agreement shall be governed by and construed in accordance with Texas state laws, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to THECB.

10.22 Additional Grantee Responsibilities

Grantee shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court, administrative body, or tribunal in any matter affecting the performance of this Grant Agreement, including applicable workers' compensation laws, compensation statutes and regulations, and licensing laws and regulations. Upon THECB's request, Grantee shall furnish THECB with satisfactory proof of its compliance. Grantee shall be responsible for damage to THECB's equipment, and/or the workplace and its contents by Grantee's or its subcontractors' work, negligence in work, personnel, and equipment. Grantee shall

be responsible and liable for the safety and health of its employees and contractors while they are performing work under this Grant Agreement.

Grantee hereby covenants, represents, and warrants that Grantee (including, for purposes of this section, its employees, consultants, subcontractors, and agents): (1) has the technical expertise and general skills necessary to perform in accordance with this Grant Agreement competently and professionally, (2) is not a party to or bound by any agreement, obligation, or understanding which restricts or limits in any way Grantee's right to enter into this Grant Agreement or Grantee's right or ability to perform Grantee's obligations under this Grant Agreement, (3) shall not use the trade secrets, intellectual property rights, copyrights, or other proprietary rights of any third party in the performance of Grantee's obligations under this Grant Agreement without having first lawfully obtained the right in writing to do so, and (4) has the necessary equipment, facilities and workers to perform Grantee's obligations under this Grant Agreement.

10.23 Conflict of Interest

Grantee represents and warrants that Grantee, its principals, employees, or subcontractors have no potential conflict of interest with THECB under this Grant Agreement. Failure to disclose a conflict of interest, at any time during the duration of this Grant Agreement, shall be cause for termination of this Grant Agreement. Grantee represents and warrants that performance under the Grant Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

10.24 Disclosure of Interested Parties

THECB may not execute a grant valued at \$1 million dollars or more until the Business Entity has presented a certificate disclosing interested parties. "Business Entity" is defined as an entity (other than a governmental entity or state agency) through which business is conducted, regardless of whether the entity is for-profit or nonprofit. The Texas Ethics Commission has an online portal for vendors/grantees. Grantees will need to create a username and password to complete the "Certificate of Interested Parties" form. After the form has been completed, print and sign the form before uploading a final electronic copy to THECB at via the agency's grant management system. The Texas Ethics Commission portal link can be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>.

10.25 Financial Interests and Gifts

Grantee represents and warrants that neither Grantee nor any person or entity that will participate financially in this Grant Agreement has received compensation from THECB or any agency of the state of Texas for participation in preparation of specifications for this Grant Agreement.

10.26 Antitrust

The undersigned affirms under penalty of perjury of Texas state laws that: “(1) in connection with this Grant Agreement, neither I nor any representative of Grantee have violated any provision of the Texas Free Enterprise and Antitrust Act, Texas Business and Commerce Code Chapter 15; (2) in connection with this Grant Agreement, neither I nor any representative of Grantee have violated any federal antitrust law; and (3) neither I nor any representative of Grantee have directly or indirectly communicated any of the contents of this Grant Agreement to a competitor of Grantee or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Grantee.”

10.27 Equal Opportunity

Grantee represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, religion, political belief, sex, age, or disability in the performance of this Grant Agreement.

10.28 Independent Contractor

Grantee shall be an independent contractor in all matters relating to this Grant Agreement. Grantee and its employees, agents, and subcontractors shall not be deemed or construed to be the employees or agents of THECB for any purposes whatsoever. Grantee agrees and acknowledges that Grantee, its employees and agents, and Grantee's subcontractors are independent contractors of THECB and/or the state of Texas and are not employees of THECB or the state of Texas, and Grantee agrees that it shall have complete responsibility in the area of employment law and relations regarding its own employees, contractors, and agents, including but not limited to: wrongful discharge lawsuits, unemployment issues, workers' compensation, employment taxes, any other benefits and reimbursement due to losses in these areas. Consistent therewith, Grantee agrees that it shall make its own arrangements to provide its employees with all necessary employee benefits, including unemployment and workers' compensation benefits, and THECB is in no way a party to such arrangements. Regarding its employees, Grantee shall have the sole authority to hire, fire, transfer, train, evaluate, discipline, pay, and assign work.

Grantee agrees and acknowledges that Grantee and Grantee's employees or assistants shall not be entitled to any state of Texas benefit on account of the services provided hereunder. If THECB or the state of Texas shall nonetheless become liable for such payments or obligations, Grantee shall promptly pay or reimburse THECB or the state of Texas for such liability or obligation.

10.29 Eligibility/Authorization to Work in the United States

Grantee shall ensure that all personnel provided to perform work under this Grant Agreement possess proof of eligibility/authorization to work in the United States in

compliance with the Immigration Reform and Control Act of 1986, the Immigration Act of 1990 including any amendments already adopted or as may be adopted hereafter, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 including any amendments already adopted or as may be adopted hereafter. Grantee shall maintain written records on all personnel provided under the Grant Agreement and shall provide such records to THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of this Grant Agreement and THECB shall have the right to terminate the Grant Agreement for cause. Grantee shall ensure this section is included in all subcontracts it is authorized by THECB to enter.

10.30 Taxes, Workers' Compensation Insurance, and Unemployment Insurance, Including Indemnity

(This section does not apply to state agencies, local government entities, or political subdivisions of the state of Texas.)

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 PERFORMANCE OF 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. THECB AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO GRANTEE, ITS 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 ANOTHER GOVERNMENTAL ENTITY.

GRANTEE AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THECB, THE STATE OF TEXAS AND THEIR OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS GRANT AGREEMENT. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE THE ATTORNEY GENERAL OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations (including THECB rules relating to AGP as codified in Title 19, Part 1 of the Texas Administrative Code, Chapter 6 and the orders and decrees of any court, administrative body, or tribunal in any matter affecting the performance of the Grant Agreement, including, if applicable, workers' compensation laws, compensation statutes and regulations, and licensing laws and regulations. Upon THECB's request, Grantee shall furnish THECB with satisfactory proof of its compliance.

10.31 Prohibition on Use of Funds for Lobbying

Grantee represents and warrants that THECB's payments and Grantee's receipt of appropriated or other funds under this Grant Agreement are not prohibited by Texas Government Code §§ 556.005 or 556.008.

10.32 Buy Texas

In accordance with Texas Government Code § 2155.4441, Grantee agrees that during the performance of a Grant Agreement for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

10.33 Provision of Services

If applicable, upon THECB's request for the provision of any services for which THECB has made payment, Grantee shall immediately provide such services to THECB. Any failure to provide such services immediately shall be considered a material breach of this Grant Agreement.

10.34 Force Majeure

THECB may grant relief from performance of this Grant Agreement if Grantee is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Grantee. The burden of proof for the need of such relief shall rest upon Grantee. Grantee shall notify THECB in writing if it believes that a force majeure may have occurred and THECB shall, in its sole discretion, determine if force majeure has occurred.

10.35 Notice

Form of Notice. All notices and other communications in connection with this Grant Agreement shall be in writing.

Method of Notice. All notices must be given by (i) personal delivery, (ii) express courier (with confirmation), (iii) registered or certified mail (return receipt requested), or (iv) electronic mail to the Parties at the address specified in this Grant Agreement, or to the address that a Party has notified to be that Party's address for the purposes of this section.

Receipt of Notice. A notice in accordance with this Grant Agreement will be effective upon receipt by the Party to which it is given or, if mailed by registered or certified mail, upon the earlier of receipt or the third business day following mailing.

THECB shall not be responsible for notices that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB or Grantee's anti-virus or other security software.

10.36 False Statements; Breach of Representations

Grantee represents and warrants that all statements and information prepared and submitted to THECB are current, complete, true, and accurate. Submitting a false statement or material misrepresentations made during the performance of a Grant Agreement is a material breach and may void the Grant Agreement.

10.37 Severability and Waiver

The invalidity, illegality, or unenforceability of any provision of this Grant Agreement shall in no way affect the validity, legality, or enforceability of any other provisions.

Each and every right granted to the Parties hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by THECB or Grantee at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish the rights of either Party thereafter to demand strict compliance. Neither THECB's review, approval, acceptance of, nor payment for any of the services provided in this Grant Agreement shall be construed to operate as a waiver of any rights under the Grant Agreement, or of any cause of action arising out of the performance of the services required by the Grant Agreement.

10.38 Human Trafficking Prohibition

"Under Section 2155.0061, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." Tex. Gov't Code § 2155.061.

10.39 Foreign Terrorist Organizations

Grantee represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.

10.40 System for Award Management

THECB is federally mandated to adhere to the directions provided in the President's Executive Order 13224, Executive Order on Terrorist Financing – *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or*

Support Terrorism, and any subsequent changes made to it. Grantee certifies that Grantee is in compliance with the state of Texas statutes and rules relating to procurement and that Grantee is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

10.41 Notification of Grant Agreement

(Only applies to employees of a Texas state agency or any public or private institution of higher education.)

THECB will send notification to the key personnel’s employer if the personnel are otherwise employed outside of their contracted work with THECB.

10.42 Insurance

Only if required by law, Grantee agrees to maintain at its expense insurance as required for the work being performed under this Grant Agreement. Such insurance will protect THECB from all claims for bodily injury, death, or property damage which may arise out of or result from the performance of Grantee’s obligations under the Agreement. Grantee represents and warrants that it will, within ten (10) business days of award of Grant Agreement, provide THECB with current certificates of insurance or other proof acceptable to THECB of the following insurance coverage:

Grantee must maintain workers’ compensation insurance coverage in accordance with statutory limits.

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
<i>Workers’ Compensation</i>	Statutory Limits
<i>Employer’s Liability</i>	
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
<i>Commercial General Liability</i> (Occurrence Based)	Bodily Injury and Property Damage \$1,000,000 Each Occurrence Limit \$2,000,000 Aggregate Limit \$5,000 Medical Expense Each Person \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising \$50,000 Damage to Premises Rented

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
<i>Automobile Liability</i> All Owned, Hired and Non-Owned Vehicles	\$500,000 Combined Single Limit (for Each Accident)
<i>Umbrella/Excess Liability</i>	\$1,000,000 Per Occurrence

Note: The required insurance coverage must be issued from a company or companies that have both: (1) a Financial Strength Rating of “A” or better from A.M. Best Company, Inc.; and (2) a Financial Size Category Class of “VII” or better from A.M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under Texas state laws and in a form satisfactory to THECB. All required insurance contracts must be written on a primary and non-contributory basis with any other insurance coverages Grantee currently has in place; and include a Waiver of Subrogation Clause.

All certificates of insurance for required coverage other than workers’ compensation and professional liability must name the state of Texas and its officers, directors, and employees as additional insureds.

Grantee shall:

1. Provide written notice to THECB by e-mail at Prog Email and by U.S. First Class Mail to 1801 N. Congress Ave. Suite 12.200, Austin, Texas 78701 at least thirty (30) calendar days prior to any cancellation, non-renewal, or material change of a required policy;
2. Ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Grantee’s performance under the Grant Agreement; and
3. Deliver to THECB by e-mail at Prog Email and by U.S. First Class Mail to 1801 N. Congress Ave., Suite 12.200, Austin, Texas 78701, all renewal policies at least ten calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Grant Agreement.

Grantee must ensure that all provisions of the Grant Agreement concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include such Grantee’s obligations under the Grant Agreement.

10.43 Debts and Delinquencies to the State

Grantee agrees that any payments due under the Grant Agreement shall be applied towards any debt or delinquency that is owed to the state of Texas.

10.44 Deceptive Trade Practices; Unfair Business Practices

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

10.45 Suspension and Debarment

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 Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

10.46 Excluded Parties

Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 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.

10.47 E-Verify: U.S. Department of Homeland Security's E-Verify System

By entering into this Grant Agreement, Grantee certifies and ensures that it utilizes and will continue to utilize, for the Grant Agreement Term, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of all persons: (a) employed to perform duties within Texas, during the Grant Agreement Term; and (b) (including subcontractors) assigned by Grantee to perform work pursuant to the Grant Agreement, within the United States of America.

Upon THECB's request, Grantee shall provide an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by Grantee, and Grantee's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, this Grant Agreement may be immediately terminated, at THECB's or the state of Texas's discretion and at no fault to THECB or the state, without prior notification. Grantee shall also be responsible for the costs of any re-solicitation that THECB or the state of Texas must undertake to replace the terminated Grant Agreement.

10.48 Drug-Free Workplace

Grantee represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, et seq.) and maintain a drugfree work environment.

10.49 No Commissions

THECB shall not pay any commissions to Grantee under this Grant Agreement.

10.50 Applicable Taxes

This Grant Agreement shall not be construed so as to supersede the laws of the United States or the state of Texas that accord the state of Texas, THECB, and all departments, agencies, and instrumentalities of the state of Texas exemptions from payment of all taxes of whatever kind. More specifically, to the extent permitted by applicable law, THECB shall not directly or indirectly be liable for taxes of any kind. Grantee represents and warrants that it 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 its employees. To the extent permitted by applicable law, THECB shall provide all applicable tax exemption certificates upon Grantee's request.

10.51 Electronic and Information Resources Accessibility Standards

State agencies and institutions of higher education shall procure products which comply with the state of Texas accessibility requirements for electronic and information resources specified in Title 1 Texas Administrative Code, Part 10, Chapter 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Grantee shall provide the Texas Department of Information Resources (DIR) with the Uniform Resource Locator (URL) to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with Texas state accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<https://www.section508.gov/buy/>). Grantees not listed with the Buy Accessible Wizard or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional

information regarding the Buy Accessible Wizard or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

10.52 Smoking Policy

THECB has a policy of being a smoke-free agency. The policy reflects THECB's commitment to providing a healthy environment for all THECB employees and visitors. This policy prohibits smoking within any state building. Grantee, by acceptance of this Grant Agreement, agrees to abide by this policy when on THECB's property.

10.53 Substitutions

Substitutions are not permitted without THECB's written approval.

10.54 Grantee Information Responsibilities

(Applicable for Agreements \$1 Million and Above)

Grantee represents and warrants that it will comply with the requirements of Texas Government Code § 552.372(a). Except as provided by Texas Government Code § 552.374(c), the requirements of Texas Government Code §§ 552.371-.766 may apply to the Grant Agreement and Grantee agrees that the Grant Agreement can be terminated if Grantee knowingly or intentionally fails to comply with a requirement of that subchapter.

10.55 Cybersecurity Training

Grantee represents and warrants that it will comply with the requirements of Texas Government Code 2054.5192 relating to cybersecurity training and required verification of completion of the training program.

10.56 Disaster Recovery Plan

Upon THECB's request, Grantee shall provide the descriptions of its business continuity and disaster recovery plans. 13 Tex. Admin. Code § 6.94(a)(9).

10.57 Entire Agreement and Order of Precedence

This Grant Agreement consists of the following documents: the final executed Grant Agreement (including its exhibits and any amendments), THECB's Request for Applications, and Grantee's response to the Request for Applications.

In the event of conflicts, contradictions, or inconsistencies between or among these documents, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of precedence:

- (1) Any duly executed amendments to the final executed Grant Agreement;
- (2) The final executed Grant Agreement, including its exhibits;

- (3) The original Request for Applications including any addenda issued; and
- (4) Grantee's Application in response to the Request for Applications, including any addenda.

This Grant Agreement (including its exhibits and any amendments) contains the final, complete, and exclusive understanding of the Parties, and supersedes all prior, contemporaneous, oral, or written understandings, representations, and negotiations between the Parties relating to the subject matter of this Grant Agreement. The Parties further agree that this Grant Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the Parties, by usage of trade or custom, or by any prior performance between the Parties pursuant to this Grant Agreement or otherwise.

If language contained in a particular section of the RFA is found to be in conflict with language in another section, the most stringent requirement(s) shall prevail.

Appendix A: RFA DEFINITIONS

The following definitions shall apply:

1. **Applicant** – An eligible Texas public, private, or independent institution of higher education, as defined in Section 3 of this RFA, submitting an application in accordance with the terms and conditions of this RFA.
2. **Application** – The document(s) submitted in response to a RFA or other notice of a grant funding opportunity which include but are not limited to a budget or a project description.
3. **Autism Research Center** – An entity (center, institute, department, college, and school) operated by a Texas public, private, or independent institution of higher education that currently conducts research on autism and provides evidence-based treatment and/or education services for autism spectrum disorders. - actively engaged in autism research and treatment of children with ASD on or before September 1, 2025.
4. **Awarded Applicant** – The successful recipient ultimately awarded a Grant by THECB who is responsible for performing all activities required to fully comply with Grant performance requirements and all Grant terms and conditions.
5. **Biosketch** – A document that outlines an individual's qualifications and experience for a specific role in a project. It is required for each proposed senior/key personnel and other significant contributors on a grant application.
6. **Competitive Grants** – A type of grant program where grant funds are awarded to the most qualified eligible applicants based on the criteria set forth in the RFA.
7. **Notice of Grant Agreement - (NOGA)** An official legal document used in conjunction with a RFA that notifies an entity of a grant award, provides the terms of the award, and is legally binding upon full execution.
8. **Private or independent institution of higher education** – a private or independent college or university that is organized under the Texas Non-Profit Corporation Act; exempt from taxation under Article VIII, Section 2, of the Texas Constitution and Section 501(c)(3) of the Internal Revenue Code of 1986; and accredited by the Commission on Colleges of the Southern Association of Colleges and Schools, the Liaison Committee on Medical Education, or the American Bar Association.
9. **Public institution of higher education** – Any Texas public technical institute, public junior college, public senior college or university, medical or dental unit, public state college, or other Texas agency of higher education.
10. **State Fiscal Year** – The period of time beginning on September 1 and ending on August 31 of the following year, both dates inclusive.
11. **State of Texas Business Days** – Monday through Friday, 8:00 a.m. to 5:00 p.m. CT, except for scheduled state of Texas and national holidays.
12. **THECB** – The Texas Higher Education Coordinating Board, a Texas state agency.

Appendix B: CALENDAR OF EVENTS

January 12, 2026	Request for Applications Published
February 13, 2026	Application Deadline
March 2026	THECB Announces Grant Awards
April 2026	Execution of Grant Agreement Begins
May 1, 2026 *	Grant Period Begins
October 8, 2026	First Project Report and Expenditure Report Due
April 8, 2027	Second Project Report and Expenditure Report Due
October 1, 2027	No Cost Extension Deadline
October 7, 2027	Third Project Report and Expenditure Report Due
March 31, 2028	Grant Period Ends - Last Day to Expend Grant Funds
April 28, 2028	Final Project Report Due to THECB
May 12, 2028	Final Financial Grant Report Due to THECB
June 28, 2028	Last Day to Submit Unexpended Grant Funds Due to THECB

*Grant Period begins May 1, 2026, or upon execution of Notice of Grant Award, whichever is later.