

Request for Applications

Open Educational Resources (OER) Grant Program

2025-2027

CAPPS 01336

INQUIRY DEADLINE: 5:00 p.m. CST/CDT, November 22, 2024

APPLICATION DEADLINE: 11:59 p.m. CST/CDT, December 2, 2024

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1. OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE

Open Educational Resources (OER) Grant Program.

1.2 SYNOPSIS OF PROGRAM

The Open Educational Resources (OER) Grant Program was established to encourage faculty at institutions of higher education to adopt, modify, redesign, or develop courses that use only open educational resources (OER).

This specific Request for Applications (RFA) solicits applications from Texas public institutions of higher education to adopt, modify, redesign, or develop courses that use only OER.

1.3 PROGRAM AUTHORITY

The authority for the OER Grant Program is found in the General Appropriations Act, House Bill HB 1, Article III, Section 44, 88th Legislative Session Regular Session.

THECB's implementing regulations are found in Texas Administrative Code (TAC) Title 19, Part I, Section 4.230 through 4.238.

1.4 POINT OF CONTACT

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

Elizabeth Tolman, Ph.D.
Program Director, Division of Digital Learning
Texas Higher Education Coordinating Board
Email: OERGP@highered.texas.gov

1.5 INQUIRIES

All inquiries shall be directed to Point of Contact. Applicants and prospective Applicants must not discuss an Application, including a Notice of Intent to Apply, 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. Applicant 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. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by an email to OERGP@highered.texas.gov.

2. AWARD SUMMARY

2.1 MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT ANTICIPATED

THECB expects to award two categories of grant awards under this RFA:

Development Grants:

- A maximum of \$25,000 to Texas institutions of higher education to develop new or substantially improve existing OER for one or more courses as detailed in section 3.2 of this RFA. Application should also include a plan for including faculty from at least one other Texas public institution as contributors or peer reviewers. These grants should be matched with one-to-one contributions from the institution or institutions (contributions can be in-kind but cannot include faculty salaries).

Continuous Improvement Grants:

- A maximum of \$5,000 to Texas institutions of higher education to support the substantial redesign of one or more courses to incorporate existing OER resources. Grantees are advised to submit a grant application for one course, rather than a group of grantees submitting one grant to fund the use of OER in several courses across multiple disciplines.

Contingent upon the amount of appropriation available, the THECB expects to award approximately five to six Development Grants and 15 to 20 Continuous Improvement Grants for the Grant Period (upon execution of the NOGA – August 31, 2027).

2.2 GRANT PERIOD

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) and will conclude on August 31, 2027. Awarded Applicants will have contractual obligations that extend beyond the Grant Period.

At the THECB's sole discretion, the second half of funding is contingent upon the Awarded Applicant using the grant funds according to the grant contract terms and conditions and meeting established benchmarks and deadlines.

2.3 SELECTION FOR FUNDING

The funding available to support Open Educational Resources (OER) Grants in Fiscal Years (FY) 2025 and 2026 will be awarded to Applicants selected on a competitive basis or other basis. Criteria for evaluation and selection of Applications for Awards are described in Section 7.

2.4 APPLICATION TIMELINE

The application process for this RFA is anticipated to proceed according to the published application timeline. A Calendar of Events for the entire Grant Period is in Appendix B.

Dates	Application Steps
November 22, 2024	Inquiry Deadline
December 2, 2024	Application Deadline
March 2025	Anticipated THECB Announcement of Grant Awards
Grant Period Begins	Upon execution of NOGA

3. ELIGIBILITY REQUIREMENTS

3.1 ELIGIBLE APPLICANT

Entities in the following categories and located in the state of Texas are eligible to apply for an Open Educational Resources (OER) Grant Award:

- (a) A Texas Institution of higher education as defined in Texas Education Code § 61.003(8). While collaborative projects are encouraged, one institution of higher education must be identified as the Applicant. See Appendix A, Definitions, for further description of the entities listed in (a) above.

3.2 ELIGIBLE PROJECTS

Applications submitted under this RFA must encourage faculty at institutions of higher education to adopt, modify, redesign, or develop courses that use only open educational resources (OER), as defined in Section 1.1.

Eligible applicants under this RFA will propose to:

1. Develop new or substantially improve existing OER for one or more eligible courses (Development Grant); and/or
2. Redesign one or more courses to incorporate existing OER (Continuous Improvement Grant).

Since the overall goal of the program is to offer courses that only use OER, eligible projects will be comprised of open educational resources for complete courses. Courses will require only open educational resources. Course materials will be provided to students at no cost, other than the cost of printing, should students choose to print the course materials.

The courses should be taught by one or more faculty members during each of the four semesters/terms (including summer, if applicable) immediately following the implementation of each applicable course.

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Courses eligible for consideration include:

1. Academic lower division courses from the Texas [Academic Course Guide Manual \(ACGM\)](#), leading to credentials of value, with priority given to the development of full course curricula.
2. For Continuous Improvement Grants only:

Undergraduate Nursing courses closely related to the following Nursing CIP codes 51.38, 51.3801, 51.39, and 51.3901 in the [Texas CIP Codes Data Base](#). Courses that include the redesign of one or more courses to incorporate one or more [Nursing OpenStax](#) textbooks from the [OER Nursing Essentials Project](#).

The proposed courses must not be a part of another grant program or funding source offering funds to develop OER (e.g., Federal Open Textbook Pilot). Institutions who employ faculty member Awardees of previously state funded or GEER funded OER Grant Programs are eligible but must not propose the same project previously funded by the state or GEER OER Grant Program.

All resources created under the OER grant program must be made available for inclusion in the state [OERTX Repository](#). Materials created should either reside in the public domain or be licensed under a Creative Commons Attribution (CC BY) license. Creative Commons (CC) licenses allow content creators to retain copyright while allowing others to copy, distribute, and make some uses of their work. A CC license ensures licensors get credit for their work. Additionally, a CC license is international and continues as long as applicable copyright lasts. CC licenses have become the standard worldwide for copyright of OER. For more information on CC licenses, see “About the Licenses” on the CC website (<https://creativecommons.org/licenses/>).

Applicants wanting to copyright OER developed for this grant program under a CC license that differs from that stated above must provide a rationale in the application.

3.3 PRIORITY PROJECTS

Applications that meet one or more of the Priority Selection Criteria in Section 7.2 will be given priority in the award selection process.

3.4 MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT

An Eligible Applicant may submit a maximum of one (1) Application for a Development Grant and a maximum of one (1) Application for a Continuous Development Grant for a particular course. Institutions may submit multiple applications for each grant type, but the applications may not be for the same course(s).

3.5 NOTICE OF INTENT TO APPLY

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

4. APPLICATION SUBMISSION

4.1 APPLICATION DEADLINE: 11:59 p.m. CST/CDT, December 2, 2024

Applications must be:

- completed according to the guidelines in Section 8
- submitted by an authorized agent of the Applicant entity
- submitted via email to OERGP@highered.texas.gov to the Point of Contact listed in Section 1.4.

*Late or incomplete Applications will not be accepted. Applications submitted to an address different from OERGP@highered.texas.gov will **not** be accepted.*

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

Submission of an Application confers no rights of Applicant to an award or to a subsequent agreement if there is one. The issuance of this RFA does not guarantee that an agreement will ever be awarded. THECB reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the agreement and/or the terms of Application submitted, extend the deadline for submission of Application, or withdraw the RFA entirely for any reason solely at THECB's discretion. An individual Application may be rejected if it fails to meet any requirement of this RFA. THECB may seek clarification and additional documentation from Applicant at any time, and failure to respond within a reasonable timeframe is cause for rejection of an Application.

4.2 THECB CONFIRMATION OF APPLICATION RECEIPT

THECB shall not be responsible for Applications that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB or Applicant antivirus or other security software.

THECB will confirm Application receipt via email within **three (3)** state business days of receipt by THECB. If an Applicant does not receive such confirmation from THECB, contact the Point of Contact listed in Section 1.4 immediately. Applicant will be required to provide proof of timely submission of the Application.

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 agent of the Applicant.

Applications shall be considered to be “on time” if they are received on or before the date and time of established deadlines. Applicant shall be solely responsible for ensuring that Application is received by THECB prior to the deadlines outlined in Section 4. THECB shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of an electronic delivery agent to deliver an Application prior to the deadline. Failure to respond in a timely manner to this RFA shall result in Applicant losing the opportunity to receive a Grant under this program. A late Application, regardless of circumstances, shall not be evaluated or considered for award.

5. PROGRAM BACKGROUND

5.1 DETAILED PROGRAM OVERVIEW

In 2017, the 85th Texas Legislature passed Senate Bill 810, which added Section 61.0668, Texas Education Code, to “encourage faculty at institutions of higher education to adopt, modify, redesign, or develop courses that use only open educational resources.” An allocation methodology and rules pertaining to the OER grant program were drafted with stakeholder input through negotiated rulemaking. Since 2017 THECB has awarded a total amount of \$493,578, with 50 awards to faculty and Texas public institutions of higher education.

In 2021, the 87th Texas Legislature appropriated \$212,049 for the 2022-2023 biennium to the OER Grant Program. Texas Education Code, Section 61.0668, which defined the OER Grant Program, expired on September 1, 2021. The expired legislation identified faculty employed by a Texas public institution of higher education as eligible applicants for grant funds. With stakeholder input through negotiated rulemaking, THECB proposed amendments to Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter O, concerning the OER Grant Program. The proposed amendments were created to remove the undue burden of grant administration for individual faculty members by having public institutions of higher education serve as eligible applicants for the OER Grants. The new rules were adopted by the Board on October 27, 2022. The requirements for the application/award have been modified to reflect the adopted rule changes and are detailed in this RFA. In 2022, the 88th Texas Legislature appropriated \$212,049 for the 2024-2025 biennium to the OER Grant Program.

6. PROJECT REQUIREMENTS

6.1 FUNDING RESTRICTION

OER Grant Program 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 OER Grant Program as documented in the Applicant’s Budget and Timeline. Institutions that employ faculty member Awardees of the previous state-funded OER Grant Program funds or GEER OER Course Development and Implementation Grant Program funds are eligible for this grant program but must not propose the same project previously funded by the state OER Grant Program or GEER OER Development and Implementation Grant Program as documented in THECB records. OER Grant Program 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 OER Grant Program as documented in

the Applicant's Budget and Timeline. OER Grant funds cannot be used to supplant faculty salaries.

6.2 ALLOWABLE COSTS AND PROHIBITED COSTS

6.2.1 Allowable Cost Categories.

Reasonable costs in the budget categories below are allowable:

Each Grant Award is made available to the awarded institution for the development and delivery of course materials that are "in the public domain or have been released under an intellectual property license that permits the free use, adaptation, and redistribution of the resource by any person" ([TEC, Section 51.451](#)). Course materials may include full course curricula, course materials, modules, textbooks, media, assignments, software, and any other tools, materials, or techniques, whether digital or otherwise, used to support knowledge.

Examples of categories that Award funds may be used for include: instructional design, project management, funding for faculty above and beyond salary, stipends for student work, professional development costs, digital media production, or other costs directly related to content development.

6.2.2 Prohibited Costs.

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

- Costs incurred prior to the Grant Period;
- Costs for ongoing support of OER 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);
- Scholarship, loan assistance, or other forms of financial assistance for students;
- Equipment and Supplies costs that in total exceed 20 percent (20%) of total project budget;
- Warranties, protection plans, and service contracts beyond the standard coverage period that is included in the purchase price;
- Food and beverages;
- Alcohol;
- Travel not consistent with state of Texas guidelines relating to type (transportation, lodging, meals), funding basis (as actual cost, per diem, mileage), and reasonableness;
- Foreign travel;
- Indirect costs; and

- Real Property.

6.2.3 Budget Changes

Submission of a Budget Change Request and THECB's prior written approval is required to allow changes to the budget categories, expenditures, or charge of the following costs to the grant:

- Budget transfers across the allowable budget categories listed in Subsection 6.2.1 that exceed 25% of the total Grant Award during the Grant Period;

Budget Change Request approval must be received in writing from the Point of Contact for the OER Grant Program.

7. AWARD SELECTION CRITERIA

Each Applicant shall satisfy Section 3. Eligibility Requirements to be considered during the award selection process. 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 goal of the RFA to offer courses that only use OER. Selection criteria shall be based on eligibility requirements, funding priorities, 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.

All 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.

Each Application that passes the initial screening for completeness and eligibility will be further considered for award selection according to the funding priority categories and general selection criteria described in Sections 7.2 and 7.3.

7.2 PRIORITY CRITERIA FOR AWARD SELECTION

An eligible Applicant's proposed OER Grant Program will be given priority in the selection process based on the four funding priority categories described in this section. As the first step in the selection process, available funds will be awarded to eligible Applicants that meet the criteria for Funding Priority One and satisfy the General Evaluation Criteria.

Funding Priority One

For Development Grants only:

In addition to addressing the overall requirement in Section 3.2, an eligible Applicant that proposes to develop full course curricula as defined in Appendix A may receive up to 5 additional points during the application evaluation.

Funding Priority Two

For Development Grants only:

In addition to addressing the overall requirement in Section 3.2, an eligible Applicant that proposes cross-institutional collaboration (i.e., two-year institution with a four-year institution) in creation of resources may receive up to 5 additional points during the application evaluation.

Funding Priority Three

In addition to addressing the overall requirement in Section 3.2, an eligible Applicant that proposes projects that incorporate student participation in the creation, adaptation, and/or evaluation of the resources may receive up to 5 additional points during the application evaluation.

Funding Priority Four

In addition to addressing the overall requirement in Section 3.2, an eligible Applicant that proposes projects that incorporate supporting courses within Z-degrees programs, using OER may receive up to 5 additional points during the application process. Students completing Z-degrees do not have costs for textbooks for the degree. Application must clearly demonstrate how the course supports a Z-degree pathway at the institution.

Funding Priority Five

In addition to addressing the overall requirement in Section 3.2, an eligible Applicant that proposes projects that incorporate development and implementation of selected High-Impact Higher Education Courses and Designated Core Courses in the Field of Study using OER may receive up to 5 additional points during the application process.

This includes designated High-Impact Higher Education Courses in Texas and Core Courses in the Field of Study. This includes, select courses identified in the following report, [A Scan of Open Educational Resources \(OER\) Materials in High-Impact Higher Education Courses in Texas](#) as having potential for improvement as identified in the study, including enhancing OER availability, incorporating peer review, and developing ancillary material. The report was completed by the Institute for the Study of Knowledge Management in Education (ISKME) in partnership with the Texas Higher Education Coordinating Board. The analysis identified free, openly licensed full courses and textbooks for 25 highly transferable, high-enrollment courses required for two-year or four-year degree paths in high-wage/high-demand fields.

In addition, select courses identified in the Field of Study Texas Direct Strategic Initiative, [Texas Direct - Texas Higher Education Coordinating Board](#).

Designated Core Courses in the Field of Study and High-Impact Higher Education Courses in Texas from the following areas:

- BIOL 2401/2301+2011 Anatomy & Physiology I
- BIOL 2402/2302+2102 Anatomy & Physiology II
- CRIJ 1301 Introduction to Criminal Justice
- ECON 2301 Principles of Macroeconomics
- GOVT 2306 Texas Government
- HIST 1301 United States History I
- HIST 1302 United States History II
- HIST 2305 Federal Government
- MATH 1324 Mathematics for Business & Social Sciences
- PSYC 2301 General Psychology

7.3 GENERAL CRITERIA FOR AWARD SELECTION

THECB staff will review 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.

Three qualified reviewers will review 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.

Criteria for Award Selection:

1. The project proposed includes the projected amount of money saved due to the use of OER in the course.
2. The project is well defined and grounded in principles of effective instructional design.
3. The project can be completed within the Grant Period, exclusive of teaching requirements.
4. The proposed project is realistic and appropriate to the goals identified by the Applicant.

5. The proposed activities and strategies are appropriate and are described in sufficient detail.
6. Project activities would likely continue after the Grant Period ends.
7. Project goals align with the overall goals of the RFA to adopt, modify, redesign, or develop courses that use only open educational resources (OER).
8. The course materials proposed are of sufficient quality to enhance course curricula, including student learning outcomes/objectives aligned to the OER as well as to assessments.
9. The course materials are provided to the student at no cost, other than the cost of printing.
10. The project plan proposed includes a description for how course materials will be peer reviewed.
11. The proposed project evaluation for determining the success of the project is described in sufficient detail and includes relevant information/data to be collected.
12. The expected outcomes are realistic.
13. The expected outcomes would make a significant impact on reducing the cost of educational resources in the course(s).
14. The expected outcomes would have an overall positive or neutral impact on student performance in terms of grades and drop/withdraw rates.
15. There is sufficient staffing and resources to ensure that project evaluation information/data will be properly collected and reported.
16. There are sufficient staffing and resources to support the creation or adaptation of OER to ensure open licensing and accessibility requirements are met. Reviewers will use the General Selection Criteria to score applications. The Application Evaluation Form is in Appendix D.

7.4 RECOMMENDATION FOR FUNDING

THECB staff shall make a recommendation of selected Applicants to be funded to the Commissioner of Higher Education. Final approval will be consistent with THECB Rule 1.16.

8. APPLICATION FORMAT AND CONTENT

An Application must include the elements described in Subsections 8.1 through 8.8 of this RFA. The Application Forms are available on THECB's website: <https://www.highered.texas.gov/oergp>.

In completing the Application, applicants should provide sufficient information to allow reviewers to clearly evaluate the Application based on the selection criteria described in Section 7.2 and 7.3 of this RFA.

8.1 CERTIFICATION OF APPLICATION INFORMATION (FORM 1)

The Certification Page provides general information about the Application, including Applicant name(s) and institution(s); proposed course numbers(s) and title(s); amount requested; category of grant application (Development or continuous Improvement); and authorized signatures. The Certification Page provides a signature by an authorized institutional representative to certify the accuracy and completeness of information submitted in the Application. The signatory must be an individual who is legally authorized to bind the Applicant institution.

8.2 PROJECT NARRATIVE (FORM 2)

The project narrative should not exceed five (5) pages.

8.2.1 Contact Information

Provide Applicant contact information as well as contact information of a representative in the Office of Sponsored Projects.

8.2.2 Project Summary

The summary must identify the Project Goal Statement (see Section 8.3.1) and provide a brief description of the overall project plan. Specify the category of grant application (OER Development or OER Continuous Improvement), course name and number of the proposed course(s), how often each course is offered, and total enrollments for the most recent offerings of each course at the Applicant's institution. Explain how OER funding, if awarded, would enhance the course curricula, including learning outcomes, while ensuring that the students incur no cost for the educational resources used in the course except for printing.

Describe each course's current use of course materials (e.g., textbooks or supplemental material) to support instruction and learning, the cost to the student for those resources, and the potential savings to students through the project. Describe in detail how the project will implement OER.

Address such questions as:

- What are the anticipated challenges of replacing currently utilized course materials with OER and how do you plan to overcome those challenges?
- How does the projected student enrollment for the course make a significant impact on reducing the cost of educational resource(s) in the course(s)? Is there significant projected student enrollment for the course and projected cost savings for each student, based on prior textbook costs?

- What existing OER will you adopt and/or adapt/revise, if applicable, and are they available to the students at no cost other than the cost of printing?
- Have the proper permissions been obtained, if needed, for all resource(s), and can you ensure that materials created can be licensed under a CC BY license?
- What format(s) will be used (e.g., PDFs, e-text, video, etc.)? • How can students, faculty, and others access the OER?
- How will accessibility requirements and universal design principles for these materials be met?
- How will alignment be assured between learning outcomes and assessments, i.e. that the stated goals of the course match what you are actually assessing?
- How will OER support student mastery of learning?
- How will the project incorporate principles of effective instructional design?
- How will instructional designers, librarians, or other staff support the project?
- Course taught at least 4 times during grant cycle: Which four academic semesters do you anticipate offering the developed course(s) that involve only OER? For this grant cycle, the four semesters or terms are fall 2025, spring 2026, summer 2026, fall 2026, spring 2027, and summer 2027.
- How will the OER be sustained, such as how it will be updated and maintained for continuous improvement of the resource?
- How will the OER created or adopted be peer reviewed?

Describe how you, your team, and/or your institution will continue the project or similar activities after the Grant Period ends. You should identify any resources (time, effort, funds, etc.) that will be needed over the longer-term to sustain the effective use of the OER in the course(s) to support the learning outcomes, provide continuous improvements and edits to the OER, and how those needs can be met.

For Development Grants only:

- Application should also include a plan for including faculty from at least one other Texas public institution as contributors or peer reviewers. Potential priority points will be awarded to Applications which include cross-institutional collaboration for creation of resources, as detailed in Section 7.2.

8.2.3 Description of Applicant and Partners

Provide information on the Applicant's qualifications and experience with teaching the specified course(s) and with digital learning, including OER if applicable. Describe how the Applicant will implement and oversee the proposed project. This

shall include the design and development of course materials, gathering of data on courses taught using the course OER materials, and reporting such data to the THECB Point of Contact for at least four semesters after the development of the course(s) that use only OER. Collaborative applications are encouraged, and the qualifications of all team members should be provided; however, one institution should be designated as the Applicant who will receive funding.

8.2.4 Assessment of Need

Provide a brief overview of significant OER currently available, if any, for the subject matter (e.g., Psychology, History, etc.) of each course.

8.3 PROJECT WORK PLAN OR TIMELINE (FORM 3)

Project Work Plan should include the Project Goal Statement, objectives, activities, and outcomes. Generally, each objective would be supported by one or more activity, process, or deliverable. If the Applicant is selected for an Award, it is expected that the Project Work Plan will be more fully developed and expanded over the course of the grant period, in conjunction with project reporting and verification requirements.

8.3.1 Project Goal Statement

The Project Goal Statement shall identify the ultimate outcome(s) of the project. Goals may go beyond cost savings to students and reflect outcomes related to student success, course material enhancement, and pedagogical transformation.

8.3.2 Major Project Objectives and Expected Outcomes

Major Project Objectives measure the progress toward the project goal. Objectives should be specific and measurable. Applicants should include at least three (3) project objectives and expected outcomes that support achievement of the project goal identified in Section 8.3.1 The expected outcomes should be clearly articulated, relate to the objective and include appropriate measures for assessment of those objectives.

8.4 PROJECT EVALUATION

Project evaluation is incorporated into the Project Work Plan. Awarded Applicants must document status of expected outcomes during required project reporting. After the end of the funding period, Awarded Applicants must report on the final outcome of each identified project objective. Section 10 provides details on grant reporting requirements.

THECB may conduct an evaluation to assess the statewide effectiveness of the program/project.

Project evaluation is incorporated into the Project Work Plan. Awarded Applicants must document status of expected outcomes during required project reporting. After the end of the funding period, Awarded Applicants must report on the final outcome of each identified project objective. Section 10 provides detail on grant reporting requirements.

The following five performance measures, related to impact, affordability, and effectiveness (learning outcomes and retention), are required for each OER-funded course under this RFA:

- the number of students who have completed the course associated with the grant;
- an estimate of the amount of money saved due to the use of OER used in the course;
- the number of faculty members known to have adopted the OER associated with the grant for a course;
- whether the overall comparative impact on student performance in terms of grades in the four semesters/terms of the reporting period was positive, neutral, or negative over the four semesters prior to the semester in which the OER funds were awarded; and
- whether the overall comparative impact on drop/withdraw rates in the four semesters/terms of the reporting period was positive, neutral, or negative over the four semesters prior to the semester in which the OER funds were awarded. The THECB may conduct an evaluation to assess the statewide effectiveness of the program/project.

8.5 BUDGET (FORM 4)

Applicant must complete the Budget. A separate budget must be submitted for each partner that would participate in OER Grant Program funding.

Include a summary project budget including a description of the local matching commitment for Development Grants. Award funds may be used for instructional design, project management, faculty summer salaries, digital media production, or other costs directly related to content development. Institutional matching is required for Development Grants and may include, but is not limited to, in-kind contributions for instructional designers or project managers and grant administration costs.

The budget must include:

- A reasonable estimate of funds expenditures over the Grant Period;
- Amounts and justification of allowable funds expenditures by category and year (Refer to Section 6.2); and
- Any available matching funds by source and amount (Development Grants)

8.6 FINANCIAL VIABILITY

Not applicable for this RFA.

8.7 ATTACHMENTS: PERFORMANCE MEASURES AND OUTCOMES (FORM 5)

The Performance Measures and Outcomes form projects outcomes of key performance measures that are quantifiable and aligned with the legislative requirements and the project's goals. The outcomes of these measures should indicate the extent of the project's success. Performance measures that are required for all OER program funded projects are specified in Section 8.4 and are included in the Performance Measures and Outcomes form. The evaluation of the project and the reporting of its outcomes should follow the Family Educational Rights and Privacy Act (FERPA) regulations and guidelines. To complete the Performance Measure and Outcomes form, Applicant will specify a baseline and projected outcome for each of the five required performance measures. For each course in the proposed project, Applicant shall include all five required performance measures and provide a baseline and projected outcome for each performance measure.

Applicant will include the following information:

- **Baseline:** For each performance measure, this will be based on available information at the time of the grant application.
- **Projected per-semester outcome:** Present the best estimate for each performance measure every time the course is taught after the OER development.
- **Actual outcomes:** After the OER development, the course is required to be offered in four separate semesters/terms. Based on the reporting timeline specified in this RFA, awarded applicant will report the actual outcome for each of the five required performance measures for each semester/term the course is offered, beginning with "Semester 1." As a part of the actual outcome, specify the academic semester/term (e.g., fall 2025, spring 2026, fall 2026, spring 2027) the course is offered.

9. DISTRIBUTION OF AWARD FUNDS

9.1 ISSUANCE OF GRANT AWARD

Following all negotiations between THECB and Applicants and the announcement of awards, the Awarded Applicants will receive an electronic copy of THECB's Notice of Grant Award (NOGA, Appendix E), which will take effect on the day the NOGA is fully executed, or on July 1, 2025, 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."

9.2 “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 11.24 of this RFA.

9.3 FUNDS DISBURSEMENT AND PAYMENT TERMS

OER Awards are funded through state general appropriations. Awarded Applicant shall receive payments through the Texas Comptroller of Public Accounts. Payments shall be provided on receipt of grant deliverables.

A one-half (50%) payment shall be made upon verification that course materials have been posted to the state OER repository (OERTX) according to provided instructions by midsemester fall 2025 and the grantee and grant team members as identified on the grant application have completed either the OER Core Elements Academy sponsored by THECB (received a certificate of completion in 2021 or 2023) or the [OER Core Elements course in OERTX](#) completing the assessment with a score of 80 or higher. Grantee is responsible for submitting a form with link(s) to resource(s) in OERTX and document that Certificates of Completion (score of 80 or higher on assessment) for each grant team member were completed prior to receiving the first payment.

A one-half (50%) payment shall be made at the end of the first term in which developed course materials have been used and updated accordingly in OERTX to reflect any continuous improvement of the OER. Grantees should plan to teach the course using OER from the grant project beginning in the fall 2025 semester/term and ending summer 2027 term.

The total of grant payments will not exceed the amount provided by the grant award. At the THECB’s sole discretion, the second half of grant funding is contingent upon the Awarded Applicant using grant funds appropriately, meeting project benchmarks, and producing expected outcomes.

9.4 LAST DAY OF EXPENDITURES

All allowable grant-related expenses must be incurred on or before August 31, 2027. Expenses incurred after this date cannot be charged to the OER Grant Program.

9.5 RETURN OF UNEXPENDED FUNDS

Awarded Applicants shall return any unexpended funds to THECB within ninety (90) days after the end of the Grant Period days unless otherwise agreed by THECB and Grantee. Awarded Applicant shall return any remaining funds promptly, if Award is terminated.

9.6 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 by email to the point of contact for the OER. Extensions are subject to the availability of appropriated funds and to the eligibility requirements.

If additional funding is available to support the Open Educational Resources Grant Program, the THECB Point of Contact will notify eligible grantees. Additional documentation and/or work may be required.

10. MONITORING AND REPORTING REQUIREMENTS

10.1 MONITORING

The THECB staff shall monitor and oversee OER Award progress and compliance through required reporting to ensure that grant commitments are fulfilled and that the financial matters related to the grant award are accurate and appropriate. Awarded Applicant shall be required to complete the project reports listed in Sections 10.2 and 10.3 for a project funded as a result of this RFA. The THECB will provide a template and instructions for electronic submission for required reports.

If Awarded Applicant does not submit the required reports detailed in Sections 10.2 and 10.3 by the established deadline, and the Awarded Applicant has not been granted a submission extension, the THECB reserves the right to require that grant funds be returned. If a required report is not accepted by THECB, the Award Applicant will be required to revise and resubmit. Delinquent and unaccepted reports may affect Awarded Applicant's eligibility to apply for future THECB grant awards.

10.2 PROJECT/PROGRAM NARRATIVE REPORTS

Awarded Applicant shall submit four (4) written project/program reports as specified by the THECB on or before the following dates:

1. Initial link to resource(s) in OERTX and the grantee and grant team members have completed either the OER Core Elements Academy sponsored by THECB (received a certificate or completion in 2021 or 2023) or the [OER Core Elements course in OERTX](#) completing the assessment with a score of 80 or higher due October 1, 2025,
2. Interim Project & Expenditure Report due January 30, 2026,
3. Interim Project & Expenditure Report due January 27, 2027, and
4. Final Project & Expenditure Report due September 17, 2027.

Project/Program Reports will generally include, but may not be limited to: (a) Narrative status report on the development of an OER project (b) Project Work Plan.

The work plan submitted with the Applicant's Application shall be updated and supplemented for each interim report and for the final report.

Open Educational Resources Grant Program

Each report should include, at a minimum:

- the number of students who have completed the course associated with the grant;
- an estimate of the amount of money saved due to the use of OER used in the course;
- the number of faculty members known to have adopted the OER associated with the grant for a course;
- whether the overall comparative impact on student performance in terms of grades in the four semesters/terms of the reporting period was positive, neutral, or negative over the four semesters prior to the semester in which the OER funds were awarded; and
- whether the overall comparative impact on drop/withdraw rates in the four semesters/terms of the reporting period was positive, neutral, or negative over the four semesters prior to the semester in which the OER funds were awarded.

(c) Plan for Sustainability on OERTX. This section should include a plan for continuous improvement of the OER. This includes maintaining and editing the OER used in the course(s) on [OERTX](#) and strategies that will be used to keep the OER up to date.

(d) Faculty Reflection. Final Project Report should include a section for faculty self-reflection describing pedagogical impact and student experience.

(e) Expenditure Reports.

10.3 FINANCIAL REPORTS

Awarded Applicant shall submit financial expenditure reports to the Point of Contact due on or before the following dates:

Expenditure Report	Due Date
First Expenditure Report	October 1, 2025
Interim Expenditure	January 30, 2026
Interim Expenditure	January 29, 2027
Final Expenditure Report	September 17, 2027

11. TERMS AND CONDITIONS

11.1 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.

11.1.1 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.

11.1.2 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 non-compliance.

11.1.3 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.

11.1.4 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.

11.1.5 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.

11.1.6 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.

11.1.7 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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>.

11.10 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.

11.11 Site Visits

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

11.12 Supplanting Prohibition

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

11.13 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.

11.14 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.

11.15 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.

11.16 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.

11.17 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.

11.18 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.

11.18.1 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.

11.18.2 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.

11.18.3 Acknowledgment of Access to Covered Data and Information

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

11.18.4 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.

11.18.5 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.

11.18.6 Breach

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

11.18.7 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.

11.18.8 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.

11.19 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.

11.20 Ownership/Work Made for Hire

Copyright. See Section 3.2 for Copyright guidelines for this Grant.

11.21 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.

11.22 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.

11.23 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.

11.24 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 sending a final copy to THECB at OERGP@highered.texas.gov. The Texas Ethics Commission portal link can be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>.

11.25 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.

11.26 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.”

11.27 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.

11.28 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.

11.29 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.

11.30 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 OER Grant Program as set forth in 19 Texas Administrative Code §§ 4.230-4.238 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.

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations (including the THECB rules relating to OER Grant Program as codified in Title 19, Part 1 of the Texas Administrative Code) and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the Contract, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by the THECB, Applicant shall furnish the THECB with satisfactory proof of its compliance.

11.31 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.

11.32 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.

11.33 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.

11.34 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.

11.35 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.

11.36 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.

11.37 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.

11.38 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.

11.39 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.

11.40 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>.

11.41 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.

11.42 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 Bodily Injury by Disease Bodily Injury by Disease	\$1,000,000 Each Accident \$1,000,000 Each Employee \$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

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
	\$5,000 Medical Expense Each Person \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising Liability \$50,000 Damage to Premises Rented
<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 insurers.

Grantee shall:

- (1) Provide written notice to THECB by e-mail at OERGP@highered.texas.gov 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 OERGP@highered.texas.gov 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.

11.43 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.

11.44 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.

11.45 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.

11.46 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.

11.47 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.

11.48 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 drug-free work environment.

11.49 No Commissions

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

11.50 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.

11.51 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/>.

11.52 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.

11.53 Substitutions

Substitutions are not permitted without THECB's written approval.

11.54 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.

11.55 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.

11.56 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).

11.57 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 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 final document submitted by an Applicant to THECB in response to and in accordance with the terms of this RFA.
3. **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.
4. **Course** – At least one section with a dedicated course number. Multiple sections of a course with the same title and course number count as one course, regardless of delivery method. Courses eligible for the OER program include courses as defined in Section 3.2 of this RFA.
5. **Full Course Curricula** – All course material used by faculty and students for effective teaching and learning of the course learning outcomes. This includes but is not limited to ancillary and supplemental materials such as syllabi, lesson plans, lecture notes, assessments, assignments, readings, presentations, videos, simulations, labs, and solution manuals.
6. **Institution of Higher Education** – Any public technical institute, public junior college, public senior college or university, or medical or dental unit, public state college, or other agency of higher education.
7. **Lower Division Course** – Course offerings at a level of comprehension usually associated with freshman and sophomore students.
8. **NOGA** – Notice of Grant Award – Notice of Grant Award – Term applied to the official document used by THECB to notify grantees that funding has been approved. NOGAs include such information as award amount, project and budget periods, and specific award terms and conditions. The NOGA creates a legally binding agreement between the parties and incorporates the RFA and the Application into the agreement. Throughout this RFA the terms “NOGA,” “Grant Agreement,” and “Grant” are used interchangeably.
9. **Open Educational Resource** - a teaching, learning, or research resource that is in the public domain or has been released under an intellectual property license that permits the free use, adaptation, and redistribution of the resource by any person. The term may include full course curricula, course materials, modules, textbooks, media, assessments, software, and any other tools, materials, or techniques, whether digital or otherwise, used to support access to knowledge (TEC, Section 51.451).
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 PM CT/CDT, except for scheduled state of Texas and national holidays.
12. **THECB** – The Texas Higher Education Coordinating Board, an agency of the State of Texas.

13. **Z-degree** – degree programs that include only no-cost textbooks or resources for students.

Appendix B: CALENDAR OF EVENTS

October 2024	Request for Applications Published
November 22, 2024	Inquiry Deadline
December 2, 2024 11:59 PM CST/CST	Application Deadline
March 2025	THECB Announces Grant Awards
March 2025	Execution of Grant Agreement Begins
Upon Execution of NOGA	Grant Period Begins
October 1, 2025	First Deliverables is Due to THECB; First Payment (50%)
January 30, 2026	First Project Report is Due to THECB; Course taught for the first time (fall 2025); -Second Payment (50%)
January 29, 2027	Interim Project Report is Due to THECB
August 31, 2027	Grant Period Ends - Last Day to Expend Grant Funds
September 17, 2027	Final Project Report; Unexpended Grant Funds Due to THECB

*Grant Period begins upon execution of Notice of Grant Award.

Appendix C: APPLICATION EVALUATION FORM

OER Grant Program Evaluation Form	Project #	Reviewer #
Proposal Scoring	Max Pts.	Actual Pts.
<p>Project Design</p> <ul style="list-style-type: none"> The project is well defined and grounded in principles of effective instructional design. [10] The project can be completed within the Grant Period, exclusive of teaching requirements. [5] The proposed project is realistic and appropriate to the goals identified by the Applicant. [10] The proposed activities and strategies are appropriate and are described in sufficient detail. [10] Project activities would likely continue after the Grant Period ends. [5] 	40	
<p>Project goals</p> <ul style="list-style-type: none"> Project goals align with the overall goals of the RFA to adopt, modify, redesign, or develop courses that use only open educational resources (OER). [5] The course materials proposed are of sufficient quality to enhance course curricula, including student learning outcomes/objectives aligned to the OER as well as to assessments. [15] The course materials are provided to the student at no cost, other than the cost of printing and demonstrate a significant cost savings to the students enrolled. [10] 	30	
<p>Evaluation and expected outcomes</p> <ul style="list-style-type: none"> The proposed project evaluation for determining the success of the project is described in sufficient detail and includes relevant information/data to be collected. [10] The expected outcomes are realistic. [10] The expected outcomes would make a significant impact on reducing the cost of educational resources in the course(s). Significant projected student enrollment for the course and projected cost savings for each student, based on prior textbook costs. [20] The expected outcomes would have an overall positive or neutral impact on student performance in terms of grades and drop/withdraw rates. [5] There is sufficient staffing and resources to ensure that project evaluation information/data will be properly collected and reported. [5] 	50	

Open Educational Resources Grant Program

<p>Priority Projects as Defined in 7.2</p> <ul style="list-style-type: none"> • Applicant proposes projects that incorporate student participation in the creation, adaptation, and/or evaluation of the resources. • Applicant proposes designing or redesigning courses that support Z-degrees programs, using only OER. • Applicant proposes designed or redesigning courses that support select High-Impact Higher Education Courses and Designated Core Courses in the Field of Study. <p>For Development Grants only:</p> <ul style="list-style-type: none"> • Applicant proposes to develop full course curricula • Application proposes cross-institutional collaboration in the creation of OER (i.e., two-year institution with a four-year institution). 	<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>	
<p>Priority Projects points as Defined in 7.2</p> <p style="padding-left: 20px;">For both grant types</p> <p style="padding-left: 20px;">For Development Grants only</p>	<p>15</p> <p>10</p>	
<p>Total Points possible (without Priority Projects)</p> <p style="padding-left: 20px;">Total Points (with Priority Projects for Development Grants)</p> <p style="padding-left: 20px;">Total Points (with Priority Projects for Continuous Improvement Grants)</p>	<p>120</p> <p>145</p> <p>135</p>	

Appendix D: CHECKLIST OF REQUIRED FORMS AND ATTACHMENTS

Required Information (RFA Section)	Application Form / Attachment
CERTIFICATION OF APPLICATION INFORMATION (8.1)	Form 1 – Certification
PROJECT NARRATIVE (8.2)	Form 2 – Project Narrative
PROJECT WORK PLAN (8.3)	Form 3 – Project Work Plan
PROJECT BUDGET (8.5)	Form 4 – Project Budget
FINANCIAL VIABILITY (8.6)	Not required
ATTACHMENTS (8.7)	Form 5 – Performance Measures and Outcomes

Appendix E: SAMPLE NOTICE OF GRANT AWARD

	THECB Award Number: 01336 Appropriation Year (AY): 2025					
<h3>Notice of State Grant Award</h3> <p>to</p> <h3>{contracted_party}</h3>						
Grantee Name and Address: {contracted_party} {contractedPartyAddress} {contractedPartyCity}, {contractedPartyState} {contractedPartyZip}	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Grant Title: OER Grant Program</td> </tr> <tr> <td style="padding: 2px;">Amount of Award: TBD</td> </tr> <tr> <td style="padding: 2px;">Division: 3010 Digital Learning</td> </tr> <tr> <td style="padding: 2px;">Term of Grant: Upon Execution – August 31, 2027 All funds must be incurred by August 31, 2027</td> </tr> <tr> <td style="padding: 2px;">Payment Method: – Two payments of 50 percent each payable upon receipt and approval by THECB staff of deliverables as detailed in the RFA. All funds will be disbursed using AY 2025 funds.</td> </tr> </table>	Grant Title: OER Grant Program	Amount of Award: TBD	Division: 3010 Digital Learning	Term of Grant: Upon Execution – August 31, 2027 All funds must be incurred by August 31, 2027	Payment Method: – Two payments of 50 percent each payable upon receipt and approval by THECB staff of deliverables as detailed in the RFA. All funds will be disbursed using AY 2025 funds.
Grant Title: OER Grant Program						
Amount of Award: TBD						
Division: 3010 Digital Learning						
Term of Grant: Upon Execution – August 31, 2027 All funds must be incurred by August 31, 2027						
Payment Method: – Two payments of 50 percent each payable upon receipt and approval by THECB staff of deliverables as detailed in the RFA. All funds will be disbursed using AY 2025 funds.						
Authority: The authority for the OER Grant Program is found in the General Appropriations Act, House Bill HB 1, Article III, Section 44, 88th Legislative Session Regular Session.						
THECB’s implementing regulations are found in Texas Administrative Code (TAC) Title 19, Part I, Section 4.230 through 4.238.						
<p>The Texas Higher Education Coordinating Board’s (THECB) and Grantee’s (collectively, referred to as “the Parties”) execution of this Notice of Grant Award creates a legally binding agreement between the Parties. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the original Request for Applications (RFA) including any addenda issued, (2) addenda to Grantee’s Application (if any), and (3) Grantee’s Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the Parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the Parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above.</p> <p>Any changes in the approved Grant must follow THECB’s amendment process as defined in the RFA. If not a strictly reimbursable award, any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within ninety (90) calendar days unless otherwise agreed by THECB and Grantee.</p>						
Signed by THECB Official:	Signed by Grantee Official:					
{sign Contact} {sign Contact title}	{signed_by} {signed_by title}					
Date:	Date:					