

# **State-Funded Request for Applications**

**Open Educational Resources Grant Program – Round 5**

**2026-2028**

**Appropriation Year (AY) 2027**

**RFA# 1492**

**INQUIRY DEADLINE: 5:00 p.m. CT, July 8, 2026**

**APPLICATION DEADLINE: 5:00 p.m. CT, July 20, 2026**

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## 1. OVERVIEW OF FUNDING OPPORTUNITY

### 1.1 PROGRAM TITLE

Open Educational Resources (OER) Grant Program (OERGP).

### 1.2 SYNOPSIS OF PROGRAM

The OER Grant Program was established to encourage institutions of higher education to adopt, modify, redesign, or develop courses that use only open educational resources.

This specific Request for Applications (RFA) solicits applications from Texas public institutions of higher education for two award opportunities:

The first is for applicant to redesign and scale OER adoption for two or three courses using existing [Nursing OER](#) developed as part of the [OER Nursing Essentials Project](#). 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](#) are eligible.

The second is for applicant to develop new or substantially improve existing OER for three, four, or five courses from the [Workforce Education Course Manual](#) (WECM) that use only OER, with priority for courses that are taught in support of [THECB's FY26-FY27 High-Demand Fields](#).

OER is defined in Appendix A.

Any reference to an institution of higher education in this RFA shall have the meaning set for in Section 3.2 of this RFA as stated in [Texas Education Code § 61.003\(8\)](#).

### 1.3 PROGRAM AUTHORITY

OER grants are funded through State appropriations, General Appropriations Act, Article III, Rider 39, 89th Legislature, Regular Session.

The Texas Higher Education Coordinating Board has adopted rules in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter O, §§ 4.230 - 4.238, and the general grant rules found in the Texas Administrative Code, Title 19, Part 1, Chapter 10, Subsection A, §§ 10.1 - 10.8.

### 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 Student Success and Institutional Partnerships  
Texas Higher Education Coordinating Board

Email: [OERGP@highered.texas.gov](mailto:OERGP@highered.texas.gov)

Grant Program Website: <https://www.highered.texas.gov/grants/open-educational-resources-grant-program-oergp/>

## 1.5 INQUIRIES

All inquiries shall be directed to the 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. Applicant may only rely on written responses from THECB.

All inquiries must be emailed to the Point of Contact by 5:00 p.m. CT, July 8, 2026. Responses to inquiries will be posted on the program's page on the agency's website, <https://www.highered.texas.gov/grants/open-educational-resources-grant-program-oergp/>.

## 1.6 ADDENDUM

Any modified requirements to the RFA will be sent in the form of an addendum and posted on the program's page on the agency's website, as noted in Section 1.5.

## 2. AWARD SUMMARY

### 2.1 ANTICIPATED NUMBER OF AWARDS AND AMOUNT PER AWARD

Contingent upon the amount of appropriation available, THECB expects to award up to \$3 million for OER Grant Program grants to eligible Applicants in two award categories: Nursing and Workforce. THECB expects to award approximately ten Nursing OER Adoption Grants and ten Workforce OER Collaborator grants for the Grant Period (September 1, 2026 – August 31, 2028) as set forth in Section 2.2.

#### **Nursing OER Adoption Grants:**

- Up to ten grants of approximately \$15,000.00 each may be awarded to eligible Applicants for eligible projects described in Section 3.2.

#### **Workforce OER Collaborator Grants:**

- Up to ten grants of approximately \$285,000.00 each may be awarded to eligible Applicants for eligible projects described in Section 3.2.

## 2.2 GRANT PERIOD

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) or on September 1, 2026, whichever is later, and will conclude on August 31, 2028. Awarded Applicants will have obligations that extend beyond the Grant Period.

At THECB's sole discretion, the THECB's continuation of funding is contingent upon the Awarded Applicant's compliant use of grant funds in accordance with the NOGA's terms and conditions and successful achievement of established benchmarks and reporting deadlines as specified in Section 9.2 and 9.3.

## 2.3 SELECTION FOR FUNDING

Funds to support the OER Grant Program are available from funds appropriated to the THECB for appropriation year 2027. Awards to Applicants will be selected on a competitive 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 Calendar of Events in Appendix B.

June 5, 2026	Request for Applications Published
June 15, 2026	Informational Webinar (12:00 p.m. CT)
July 8, 2026	Last Day for Applicant Inquiries (5:00 p.m. CT)
July 20, 2026	Application Deadline (5:00 p.m. CT)
August 14, 2026	THECB Announces Grant Awards
September 1, 2026	Anticipated Grant Period Start Date*

# 3. ELIGIBILITY REQUIREMENTS

## 3.1 ELIGIBLE APPLICANT

Entities in the following categories and located in Texas are eligible to apply for an OER Grant Program Grant Award:

- (a) Eligible applicants are a Texas institution of higher education as defined in [Texas Education Code § 61.003\(8\)](#). While collaborative projects are encouraged for Nursing OER Adoption Grants, cross-institutional collaboration with another Texas public institution of higher education is required for Workforce OER Collaborator Grants. One Texas institution of higher education must be identified as the Applicant.

See Appendix A, Definitions, for further description of the entities listed in (a) above.

An eligible Applicant is hereinafter “Applicant,” and once selected by THECB, becomes an “Awarded Applicant.”

### 3.2 ELIGIBLE PROJECTS

Applicants submitted under this RFA must result in faculty at institutions of higher education adopting, modifying, redesigning, or developing courses that use only open educational resources (OER) as defined in Appendix A and identification of cost savings from the use of OER in the course.

Eligible Applicants under this RFA will address:

- Nursing OER Adoption Grants – redesign two or three courses to adopt existing OER for 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](#). Course redesign must include the adoption of existing Nursing OER developed as part of the [OER Nursing Essentials Project](#) and available from [OpenStax Nursing](#). Projects must also include a plan to scale adoption of the OER textbooks in additional related courses. For example, additional related sections of the courses offered within a department must also adopt the OER from the grant project. Project may also include plans to develop additional ancillary materials to support the teaching of the course with existing OER. Applications must include a plan that outlines the roles and responsibilities of the following members on the grant team for support and consultation on resource development and course redesign; faculty, instructional designer, librarian, and relevant grant and financial administrative staff. Grant projects will demonstrate significant cost savings for students.
- Workforce OER Collaborator Grants – develop new or substantially improve existing OER for three, four, or five eligible courses from the [Workforce Education Course Manual](#) (WECM), with priority given to courses that are taught in support of [THECB’s FY26-FY27 High-Demand Fields](#). Cross-institutional collaboration is required for Workforce OER Collaborator grants, and application should include a plan for including faculty from at least one other Texas public institution as collaborators and peer reviewers. Applications must include a plan that outlines the roles and responsibilities of the following members on the grant team for support and consultation on resource development: member(s) of the industry relevant Workforce Advisory Committee as outlined in the [CTE Guidelines](#), faculty, instructional designer, librarian, and relevant grant and financial administrative staff. Grant projects will demonstrate significant cost savings for students.

Since the overall goal of the program is to offer courses that only use OER, eligible projects must:

- Be comprised of OER for complete courses.
- 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 must be taught by one or more faculty members during two semesters/terms immediately following OER adoption for each applicable course.
- Courses must be taught at least twice (2x) during the Grant Period and a course must be taught by the first time by August 16, 2027, in order to receive additional grant funds.

Grantees must work with a THECB designated OER Technical Assistance Program (TAP) partner throughout the Grant Period for the purpose of providing support for development and adoption of resources developed under this grant as described below:

- Nursing OER Adoption Grant (TAP) – [OpenStax](#). Grantee will attend adoption workshops facilitated by OpenStax in support of the integration of nursing OER into the eligible course.
- Workforce OER Collaborator Grant (TAP) – Solicitation to identify the TAP for Workforce is in progress. Once a selection has been made, contact information will be shared with awarded applicants. Grantee will have the support of the TAP for the following areas: project management support to help grantees utilize grant funds in an efficient and effective, scheduled professional development opportunities focused on OER awareness, OER publishing, and development of openly licensed resources including but not limited to textbooks, supplementary materials, or full course curricula; and guidance and support to grantees on questions related to creating and publishing content with a creative commons license.

The proposed courses of the Eligible Project must not be part of another grant program or funding source offering funds to develop OER (e.g., Federal Open Textbook Pilot).

Courses eligible for consideration include:

1. Nursing OER Adoption 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](#).
2. Workforce OER Collaborator grants only - courses from the [Workforce Education Course Manual](#) (WECM), with priority given to courses that are taught in support of [THECB's FY26-FY27 High-Demand Fields](#).

All resources created under the OERGP 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 use 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 “The CC Licenses” on the CC website ([Sharing Openly, Sharing Globally - Creative Commons](#)).

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.

Workforce OER Collaborator Grantees are required to participate in research and information sharing efforts by sending member(s) of the grant team to THECB supported events, as determined by THECB staff (e.g., Texas Conference for Student Success, Higher EDge Conference, grantee in person workshops). Grant recipients are required to comply with such requests and these requirements. Allowable travel expenses should be included in the proposed budget.

### 3.3 PRIORITY PROJECTS

An eligible Applicant's proposal will be given priority in the selection process based on the priority categories described in section 7.2.

### 3.4 MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT

An Eligible Applicant may submit a maximum of one (1) Application for a Workforce OER Collaborator Grant and a maximum of one (1) Application for a Nursing OER Adoption Grant. Prior awardees may not submit the same project.

### 3.5 NOTICE OF INTENT TO APPLY

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

## 4. APPLICATION SUBMISSION

### 4.1 APPLICATION DEADLINE: 5:00 p.m. CT, July 20, 2026

Applications must be:

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

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*Late or incomplete Applications will not be accepted. Applications not submitted electronically via the agency's grant management system will **not** be accepted. THECB will not accept mailed, emailed, hand-delivered, or faxed Applications.*

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## **4.2 THECB CONFIRMATION OF APPLICATION RECEIPT**

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

THECB will confirm receipt of each application through the agency's GMS. If an applicant does not receive such written confirmation within the system, the applicant must contact the Point of Contact listed in Section 1.4 by email within three (3) state business days of the deadline. Applicants are responsible for retaining proof, as indicated by the official GMS timestamp.

## **4.3 COST OF APPLICATION PREPARATION**

All costs associated with the preparation and submission of an Application for this RFA are the responsibility of the 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. The applicant is solely responsible for ensuring that the application is successfully submitted in the agency's GMS by 5:00 p.m. CT, July 20, 2026. Failure to submit a complete application by the deadline will result in disqualification from consideration. Late applications, regardless of the circumstances, will not be accepted or reviewed.

# **5. PROGRAM BACKGROUND**

## **5.1 DETAILED PROGRAM OVERVIEW**

Senate Bill 810, 85th Texas Legislature, Regular Session, established the Open Educational Resources (OER) Grant Program, which was designed to incentivize Texas institutions of higher education to adopt, modify, redesign, or develop courses that use only open educational resources.

# **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 grant as documented in the Applicant's budget.

## 6.2 ALLOWABLE COSTS AND PROHIBITED COSTS

### 6.2.1 Allowable Cost Categories

Reasonable costs in the budget categories below are allowable:

- **Personnel Compensation** - Compensation may include a portion of salaries, wages, and benefits of personnel, including, but not limited to the following positions: *Example: project director, coordinator, and administrative support.*
- **Travel** expenses are allowed for personnel conducting activities directly related to the grant project. These costs must be specifically identified and justified in the Application Budget, the Final Award Budget, or a budget subsequently approved by THECB via a Budget Change Request. Travel expenses must be consistent with state of Texas guidelines relating to type (transportation, lodging, meals), funding basis (actual cost, per diem, mileage), and reasonableness.
- **Equipment and Supplies** - Funds expended shall not exceed fifty percent (50%) of total project budget. Awarded Applicants can request additional funds in this category, approval is at the discretion of THECB staff.
- **Pre-Award Costs** – Potential Applicants under this RFA who expend funds before the Grant Period understand that those pre-award costs expended may not be eligible for reimbursement. Pre-award costs may be reimbursable only if the cost is necessary for efficient and timely performance of the scope of work under the OER Grant Program; the costs are allowable if they were incurred after September 1, 2026; accompanied by a detailed invoice or written preapproval from the Point of Contact; and incurred after September 1, 2026, in no event is the Potential Applicant’s expenditure of Pre-Award Costs a guarantee of an OER Grant Award.
- **Other Direct Costs** - Approval of expenditures for Other Direct Costs is at the discretion of THECB. These costs must be specifically identified and justified in the Application budget and the negotiated award budget.
- 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.

Subcontracting or subawards are allowable to support production, digitization, editorial guidance in support of the content development.

- 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 to ensure quality and accessibility standards.

Additional Information regarding these categories can be found in the [Texas Uniform Grant Management Standards, Appendix 7](#).

### 6.2.2 Prohibited Costs.

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

- Costs for ongoing support after the conclusion of the grant project;
- Indirect costs;
- Salaries for personnel not directly involved in the project;
- Travel not consistent with institutional standards and guidelines relating to type (transportation, lodging, meals), funding basis (actual cost, per diem, mileage), and reasonableness;
- Entertainment expenses or costs associated with social events during travel;
- Foreign travel;
- Warranties, protection plans, and service contracts beyond the standard coverage period that is included in the purchase price;
- Supplies that do not directly contribute to the project objectives or are not necessary for project implementation;
- Contracts for current employees or faculty of the institution;
- Construction of facilities, major renovations including structural changes, architect's fees, and feasibility studies;
- Costs incurred for necessary maintenance, repair, or upkeep of buildings and equipment that do not directly impact the project;
- Facility rental fees that are in excess of fees charged for institution activities/events;
- Costs of membership in any civic or community organization, country club or social or dining club or organization;

- Real Property;
- Food and beverages;
- Alcohol;
- Student health insurance;

### **6.2.3 Budget Changes**

Submission of a Budget Change Request within the GMS 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:

- Other Direct Costs not specifically identified and justified in the Application Budget or the Final Award Budget;

All budget transfers across the allowable budget categories listed in Subsection 6.2.1 that exceed 25% of the total Grant Award must receive prior written approval from the OER Grant Program Point of Contact.

## **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 support the Program Authority in section 1.3, provide the best overall value to the state and advance the objectives of the OER Grant Program. Selection criteria shall be based on eligibility requirements, funding priorities (if applicable), and project quality, as determined by reviewer criteria, and other factors, including past performance on THECB grants.

### **7.1 APPLICATION SCREENING**

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

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 thirty (30) state-business days of the submission deadline.

Applications that pass the initial screening for completeness and eligibility will be further considered for award selection according to the award selection criteria outlined in this RFA.

### **7.2 PRIORITY CRITERIA FOR AWARD SELECTION**

An eligible Applicant's proposed project will be given priority in the selection process based on the three funding priority categories described in this section.

### Funding Priority One – Z-degrees

#### **Applies to Nursing OER Adoption and Workforce OER Development Grants**

In addition to addressing the overall requirement in Section 3.2, an eligible Applicant that proposes designing or redesigning courses that support Z-Degree programs, using only OER may receive 5 additional points during the application process. 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 Two – Full Course Curricula

#### **Applies to Workforce OER 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 5 additional points during the application evaluation.

### Funding Priority Three – Statewide High-Demand Focus

#### **Applies to Workforce OER Development Grants Only**

In addition to addressing the overall requirement in Section 3.2, an eligible Applicant that proposes projects that include the creation of OER to support one or more courses taught from the [Statewide High-Demand Fields List](#) identified in the Fields may receive 5 additional points during the application evaluation.

## 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.

Reviewers will use the General Selection Criteria to score applications.

#### **Project Design (35 points total)**

- The project is well defined and grounded in principles of effective instructional design. (10 points)
- The proposed project is realistic and appropriate to the goals identified by the Applicant. (10 points)
- The proposed activities and strategies are appropriate and are described in sufficient detail. (10 points)

- Project activities would likely continue after the Grant Period ends. (5 points)

### **Project Summary**

The summary must identify the Project Goal Statement (see Section 8.4.1) and provide a brief description of the overall project plan. Specify the 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 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 2 times during grant cycle: Which two academic semesters do you anticipate offering the developed course(s) that involve only OER? For this grant cycle, the two semesters or terms can include spring 2027, summer 2027, fall 2027, spring 2028, and summer 2028.
- How will the OER be sustained, such as how it will be updated and maintained for continuous improvement of the resource? There are sufficient staffing and resources to support the creation or adaptation of OER to ensure open licensing and WCAG 2.1 Level AA accessibility guidelines are met.
- 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.

Include a plan for including faculty from at least one other Texas public institution as contributors or peer reviewers (for Workforce OER Collaborator Grants).

### **Project Goals (30 points total)**

- 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 points)
- 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 points)
- 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 points)

### **Project Work Plan**

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.

### **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, workforce alignment and skills readiness, and pedagogical transformation.

### **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 8.4.1. Any research or evidence to demonstrate likelihood of objectives being met should be included and referenced.

The expected outcomes should be clearly articulated, relate to the objective, and include appropriate measures for assessment of those objectives.

### **Evaluation and Expected Outcomes (50 points total)**

- 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 points)
- The expected outcomes are realistic. (10 points)
- 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 points)
- The expected outcomes would have an overall positive or neutral impact on student performance in terms of grades and drop/withdraw rates. (5 points)
- There are sufficient staffing and resources to ensure that project evaluation information/data will be properly collected and reported. (5 points)

### **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.

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 semesters/terms of the reporting period was positive, neutral, or negative over the two semesters prior to the semester in which the OER funds were awarded; and whether the overall comparative impact on drop/withdraw rates in the semesters/terms of the reporting period was positive, neutral, or negative over the two semesters prior to the semester in which the OER funds were awarded.

### **Description of Applicant and Partners**

Provide information on the Applicant's qualifications and experience with teaching the specified course(s) and with open education, OER creation, 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 two semesters after the development of the course(s) that use only OER.

### **Assessment of Need**

Provide a brief overview of significant OER currently available, if any, for the subject matter (e.g., Welding, Fabrication, Nursing, Allied Health, Respiratory Therapy etc.) for each course.

## **7.4 RECOMMENDATION FOR FUNDING**

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

## **8. DISTRIBUTION OF AWARD FUNDS**

### **8.1 ISSUANCE OF GRANT AWARD**

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

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

### **8.2 "DISCLOSURE OF INTERESTED PARTIES" REQUIREMENT**

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

### **8.3 FUNDS DISBURSEMENT AND PAYMENT TERMS**

The OER Grant Program Grants are funded through state general appropriations. Awarded Applicant shall receive payments through the Texas Comptroller of Public Accounts. THECB shall not disburse awarded funds until the NOGA has been fully executed and, if applicable, the Disclosure of Interested Parties has been received and acknowledged by THECB, as described in Section 8.2.

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

Fifty percent (50%) of awarded funds are payable upon execution of the NOGA and after the grant period start date to enable Grantee to fully perform the services described in its Application. Advancement of funds is necessary for performance under the grant program.

At THECB's sole discretion, the remaining 50% of awarded grant funding is payable after August 16, 2027 and is contingent upon: the Awarded Applicant submitting and THECB's acceptance of the first and second interim project and financial reports; and

the course being taught at least once by the deadlines established in Section 9, Monitoring and Reporting Requirements.

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

#### **8.4 LAST DAY TO INCUR EXPENSES**

All allowable grant-related expenses must be incurred on or before August 31, 2028. Expenses incurred after this date cannot be charged to the OER Grant Program.

#### **8.5 RETURN OF UNEXPENDED FUNDS**

Awarded applicants shall return any unexpended funds to THECB within ninety (90) days after the end of the Grant Period, or November 30, 2028, unless otherwise agreed in writing by THECB and Grantee.

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

#### **8.6 GRANT EXTENSION**

Extension of the Grant Period for the project may be granted at the sole discretion of THECB. An Awarded Applicant may be eligible to request a maximum 6 month(s) no-cost grant extension to fully complete grant project activities and goals. Awarded Applicant must request an extension electronically via the agency's grant management system to the point of contact for the OER Grant Program no later than May 31, 2028. Extensions are subject to the availability of appropriated funds and to the eligibility requirements.

### **9. MONITORING AND REPORTING REQUIREMENTS**

#### **9.1 MONITORING**

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

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

#### **9.2 PERFORMANCE REPORTS**

Awarded Applicant shall submit written performance reports as specified by THECB on or before the following dates:

1. First Interim Project Report due January 29, 2027, links to resource(s) in OERTX,

2. Second Interim Project Report due August 16, 2027, with documentation to confirm that the course has been taught using the OER at least once since the execution of the NOGA,
3. Third Interim Project Report due January 31, 2028, and
4. Final Project Report due September 29, 2028.

### **9.3 FINANCIAL REPORTS**

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

1. First Interim Expenditure Report due January 29, 2027;
2. Second Interim Expenditure Report due August 16, 2027;
3. Third Interim Expenditure Report due; January 31, 2028, and
4. Final Financial Report due September 29, 2028.

### **9.4 CHANGES TO KEY PERSONNEL**

If awarded, grantee must request prior written approval from the Point of Contact listed in Section 1.2 to change any key personnel that are identified by name or position in the application or NOGA.

## **10. TERMS AND CONDITIONS**

### **10.1 TERMINATION**

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

#### **10.1.1 Convenience of the State**

THECB, in its sole discretion, may terminate this Grant Agreement upon one (1) calendar day's written notice to Grantee. Such notice will be provided in accordance with Section 10.35 of this Grant Agreement. In the event of such termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. THECB sole and maximum obligation shall be to pay Grantee for previously authorized services completed in accordance with the Grant Agreement and performed prior to the effective date of termination. THECB shall have no other liability, including no liability for any costs associated with the termination.

### **10.1.2 Termination for Cause**

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

If Grantee fails or refuses to perform its obligations or comply with the 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.

### **10.1.3 Abandonment or Default**

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

### **10.1.4 Applicable Law and Conforming Amendments**

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

### **10.1.5 Excess Obligations (Non-Appropriation)**

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

#### **10.1.6 Effect of Termination**

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

#### **10.1.7 Transfer of Duties**

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

### **10.2 AMENDMENT**

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

### **10.3 INDEMNIFICATION, ACTS OR OMISSIONS**

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

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND THECB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES,

REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

#### **10.4 SOVEREIGN IMMUNITY**

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

#### **10.5 ASSIGNMENT**

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

#### **10.6 DELEGATION OR SUBCONTRACTING**

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

#### **10.7 RIGHT TO AUDIT AND RECORDS RETENTION**

Grantee understands that acceptance of funds under this Grant Agreement, or indirectly through a subcontract under this Grant Agreement, acts as acceptance of the authority of the State Auditor's Office, THECB or any successor agency, as well as

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

Grantee shall maintain its records and accounts in a manner which assures a full accounting for all funds received and expended by Grantee in connection with the Grant Project. These records and accounts (which includes all receipts of expenses incurred by Grantee) shall be retained by Grantee and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by law or regulation to do so for a period of not less than seven (7) years from the date of completion of the Grant Agreement or the date of receipt by THECB of Grantee's final claim for payment or final expenditure report or until any litigation/billing issues are resolved, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the services provided in this Grant Agreement. Grantee and any subcontractors shall provide any Audit Entities with any information such entity deems relevant to any monitoring, investigation, evaluation, or audit.

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

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

### **10.8 TIME AND EFFORT RECORDKEEPING**

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

## 10.9 TEXAS GRANT MANAGEMENT STANDARDS

Grantee agrees to follow and comply with the Texas Grant Management Standards (TxGMS), including all of its applicable conditions and State Assurances. TxGMS is herein incorporated for all purposes into this Agreement. All applicable conditions and uniform assurances can be found at

<https://comptroller.texas.gov/purchasing/grant-management/>

## 10.10 FORMS, ASSURANCES, AND REPORTS

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

## 10.11 SITE VISITS

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

## 10.12 SUPPLANTING PROHIBITION

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

## 10.13 CARRYOVER OF FUNDS

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

## 10.14 APPLICABLE CONDITIONS AND UNIFORM ASSURANCES

The terms and conditions set forth in this RFA are applicable to all grants, cooperative agreements, contracts, and other financial assistance arrangements executed between state agencies, local governments, and any other recipient not specifically excluded by state or federal law.

## 10.15 CHILD SUPPORT OBLIGATION FAMILY CODE

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

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

including the cost of advertising and awarding a second grant agreement, and any other damages provided by law or Grant Agreement.

## **10.16 DISPUTE RESOLUTION**

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

## **10.17 PUBLIC DISCLOSURE**

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

*This work was supported in whole or in part by a grant from the Texas Higher Education Coordinating Board (THECB). The opinions and conclusions expressed in this document are those of the author(s) and do not necessarily represent the opinions or policies of THECB.*

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

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

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

## **10.18 CONFIDENTIALITY, PUBLIC INFORMATION ACT, AND FERPA**

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

### **10.18.1 Public Information Act**

THECB will determine whether to submit a request for a ruling seeking to withhold information from a Public Information Act requestor to the Open Records Division of the Office of the Attorney General of Texas. This Grant Agreement and all data and other information generated or otherwise

obtained in its performance may be subject to the Texas Public Information Act. Grantee will notify THECB's Point of Contact within twenty-four (24) hours of receipt of any third-party requests for information it receives relating to this Grant Agreement. In accordance with Texas Government Code § 2252.907, Grantee is required to make any information created or exchanged with THECB pursuant to this Grant Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to THECB and shall cooperate with THECB in doing so. Grantee agrees to maintain the confidentiality of information received from THECB and the state of Texas during the performance of this Grant Agreement, including information which discloses confidential personal information. Grantee will not disclose any information to which it is privy under this Grant Agreement without THECB's prior written consent. Grantee will indemnify and hold harmless the state of Texas, its officers, and its employees and THECB, its officers, and its employees for any claims for damages that arise from the disclosure by Grantee of information also held by the state of Texas or THECB to which Grantee is privy under this Grant Agreement.

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

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

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

### **10.18.2 Family Educational Rights and Privacy Act**

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

### **10.18.3 Protection of Confidential Data (Covered Data and Information)**

Grantee agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in FERPA (34 C.F.R. § 99.33(a)(2)) and with the terms set forth in Section 10, Terms and Conditions. FERPA, 34 C.F.R. § 99.33(a)(2), states that the officers, employees, and agents of a party that receives education record information from THECB may use the information, but only for the purposes for which the disclosure was made.

#### **10.18.4 Acknowledgment of Access to Covered Data and Information**

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

### **10.18.5 Prohibition on Unauthorized Use or Disclosure of CDI**

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

### **10.18.6 Return or Destruction of CDI**

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

### **10.18.7 Breach**

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

### **10.18.8 Maintenance of the Security of Electronic Information**

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

### 10.18.9 Reporting of Unauthorized Disclosures and/or Misuse of CDI

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

### 10.19 INFRINGEMENTS

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

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

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

If Grantee becomes aware of an actual or potential claim, or THECB provides Grantee with notice of an actual or potential claim, Grantee may (or in the case of an injunction

against THECB, shall), at Grantee's sole option and expense; (i) procure for THECB the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that THECB's use is non-infringing.

## **10.20 OWNERSHIP/WORK MADE FOR HIRE**

Requirements for Ownership/Work Made for Hire, refer to the last three paragraphs of Section 3.2 of this RFA.

## **10.21 GOVERNING LAW AND VENUE**

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

## **10.22 ADDITIONAL GRANTEE RESPONSIBILITIES**

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

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

### 10.23 CONFLICT OF INTEREST

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

### 10.24 DISCLOSURE OF INTERESTED PARTIES

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

<https://www.ethics.state.tx.us/filinginfo/1295/>.

### 10.25 FINANCIAL INTERESTS AND GIFTS

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

### 10.26 ANTITRUST

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

## **10.27 EQUAL OPPORTUNITY**

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

## **10.28 INDEPENDENT CONTRACTOR**

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

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

## **10.29 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES**

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

### **10.30 TAXES, WORKERS' COMPENSATION INSURANCE, AND UNEMPLOYMENT INSURANCE, INCLUDING INDEMNITY**

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

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

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

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations (including THECB rules relating to OER Grant Program, Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter O, Sections [4.230 through 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.

### 10.31 PROHIBITION ON USE OF FUNDS FOR LOBBYING

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

### 10.32 BUY TEXAS

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

### 10.33 PROVISION OF SERVICES

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

### 10.34 FORCE MAJEURE

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

### 10.35 NOTICE

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

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

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

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

### **10.36 FALSE STATEMENTS; BREACH OF REPRESENTATIONS**

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

### **10.37 SEVERABILITY AND WAIVER**

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

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

### **10.38 HUMAN TRAFFICKING PROHIBITION**

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

### **10.39 FOREIGN TERRORIST ORGANIZATIONS**

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

### **10.40 SYSTEM FOR AWARD MANAGEMENT**

THECB is federally mandated to adhere to the directions provided in the President's Executive Order 13224, Executive Order on Terrorist Financing – *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*, and any subsequent changes made to it. Grantee certifies that Grantee is in compliance with the state of Texas statutes and rules relating to procurement and that Grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

### 10.41 NOTIFICATION OF GRANT AGREEMENT

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

If key personnel are employed by a Texas state agency or an institution of higher education outside their work with this grant project, THECB will provide notice to their employer.

### 10.42 INSURANCE

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

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

<b>Minimum Required Amounts of Insurance Coverage</b>	
<b>Type of Insurance</b>	<b>Each Occurrence/Aggregate</b>
	\$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 insureds.

Grantee shall:

- Provide written notice to THECB by e-mail at [OERGP@highered.texas.gov](mailto: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;
- 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

- 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.

#### **10.43 DEBTS AND DELINQUENCIES TO THE STATE**

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

#### **10.44 DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES**

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

#### **10.45 SUSPENSION AND DEBARMENT**

Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

#### **10.46 EXCLUDED PARTIES**

Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*, published by the United States Department of the Treasury, Office of Foreign Assets Control.

#### **10.47 E-VERIFY: U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM**

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

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

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

#### **10.48 DRUG-FREE WORKPLACE**

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

#### **10.49 NO COMMISSIONS**

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

#### **10.50 APPLICABLE TAXES**

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

## 10.51 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS

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

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

## 10.52 SMOKING POLICY

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

## 10.53 SUBSTITUTIONS

Substitutions are not permitted without THECB's written approval.

## 10.54 GRANTEE INFORMATION RESPONSIBILITIES

*(Applicable for Agreements \$1 Million and Above)*

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

## 10.55 CYBERSECURITY TRAINING

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

## 10.56 DISASTER RECOVERY PLAN

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

## 10.57 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

- (1) Any duly executed amendments to the final executed Grant Agreement;
- (2) The final executed Grant Agreement, including its exhibits;
- (3) The original Request for Applications including any addenda issued; and
- (4) Grantee's Application in response to the Request for Applications, including any addenda.

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

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

## Appendix A: RFA DEFINITIONS

The following definitions shall apply:

1. **Applicant** – As defined in Section 3, Eligible applicants are Texas public institutions as defined in Texas Education Code § 61.003(8).
2. **Application** – The document(s) submitted in response to a RFA or other notice of a grant funding opportunity which include but are not limited to a budget and project description.
3. **Authorized Agent or Representative** – Any person who acts on behalf of or who is authorized to commit a participant in a covered transaction.
4. **Awarded Applicant** – The successful recipient ultimately awarded a Grant by THECB who is responsible for performing all activities required to fully comply with Grant performance requirements and all Grant terms and conditions.
5. **Competitive Grants** – A type of grant program where grant funds are awarded to the most qualified eligible applicants based on the criteria set forth in the RFA.
6. **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.
7. **Expend(ed)** – Time at which incurred costs are actually paid.
8. **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.
9. **Grant Agreement** – A legal instrument of financial assistance between the Coordinating Board and a grantee to transfer grant funds in accordance with state law, federal law, and the General Appropriations Act, as applicable, and to set forth the terms and conditions of the grant award.

10. **Grant Management System** – Grant management portal for the Texas Higher Education Coordinating Board: <https://theccb.fluxx.io/>
11. **High-Demand Fields** – A field in which an institution awards a credential that provides a graduate with specific skills and knowledge required for the graduate to be successful in a high-demand occupation, based on the list of high-demand fields as defined in Texas Administrative Code, Title 19, Chapter 13, Subchapter T of this part (relating to Community College Finance Program: High-Demand Fields).
12. **Incur(red)** – Costs that the Awarded Applicant is legally obligated to pay during the grant period, for example, when an invoice is received or when services are rendered.
13. **Notice of Grant Award (NOGA)** – An official legal document used in conjunction with a RFA that notifies an entity of a grant award, provides the terms of the award, and is legally binding upon full execution.
14. **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).
15. **Request for Applications** – A type of solicitation notice in which the Coordinating Board announces available competitive grant funding, sets forth the eligibility and terms and conditions governing the grant program, provides evaluation criteria for submitted applications, and provides instructions for an eligible entity to submit an application for such competitive funding.
16. **State Fiscal Year** – The period of time beginning on September 1 and ending on August 31 of the following year, both dates inclusive.
17. **State Business Days** – Monday through Friday, 8:00 a.m. to 5:00 p.m. CT, except for scheduled state of Texas, THECB, and national holidays.
18. **THECB** – The agency known as the Texas Higher Education Coordinating Board, including agency staff.

19. **Web Content Accessibility Guidelines (WCAG) 2** – Resources will comply with Department of Justice (DOJ) mandates.
20. **Workforce Education Course Manual (WECM)** – A statewide inventory of workforce education courses offered for semester credit hours.
21. **Z-degree** – Degree programs that include only no-cost textbooks or resources for students.

## Appendix B: CALENDAR OF EVENTS

June 5, 2026	Request for Applications Published
June 15, 2026	Informational Webinar (12:00 PM CT)
July 8, 2026	Last Day for Applicant Inquiries (5:00 PM CT)
July 20, 2026	Application Deadline (5:00 PM CT)
August 14, 2026	THECB Announces Grant Awards, Execution of Grant Agreement Begins
September 1, 2026	Grant Period Begins*
January 29, 2027	First Interim Project and Expenditure Reports Due to THECB
August 16, 2027	Second Interim Project and Expenditure Reports Due to THECB
January 31, 2028	Third Interim Project and Expenditure Reports Due to THECB
May 31, 2028	Grant Extension Deadline
August 31, 2028	Grant Period Ends – Last Day to Incur Grant Funds
September 29, 2028	Final Project and Expenditure Reports Due to THECB
November 30, 2028	Last Day to Return Unexpended Grant Funds to THECB

\*The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) or on September 1, 2026 whichever is later.