



## SERVICES AGREEMENT

This Agreement (the "Agreement") is made and entered into by and between HOUSTON COMMUNITY COLLEGE, a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas 77002 ("College"), for and on behalf of the **(Department Name)** ("DEPARTMENT"), and **(NAME (PRIMARY SECOND PARTY))** with its principal place of business at **(Street Line 1 (Primary Second Party)) (City Town) (State/Province) (ZipCode/Postal Code)** ("**Contractor**"), effective as of **(Effective Date)** ("Effective Date")

College and Contractor hereby agree as follows:

### 1. **Contractor Services.**

Contractor will provide the services as set forth in **Exhibit A**, (the "Statement of Work"), attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of College.

### 2. **Compensation.**

As consideration for the Services satisfactorily provided and/or performed by the Contractor, College will pay the Contractor an amount not to exceed **(Contract Amount)** ("Fee") during the Term. The Fee may otherwise be less **than (Contract Amount)** in the event of certain conditions as set forth in this Agreement (such as early termination of this Agreement or any other provision of this Contract that affects the Fee) so provide. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice. Notwithstanding anything contained herein, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

**Maximum Contract Value:** The amount contained herein is the maximum contract value. If additional funding is required, it will be processed and subject to the prior written approval of the College. The delivery of any services undertaken by the

Contractor requiring additional funds prior to receipt of the necessary written approval by the College will be at the Contractors sole risk and expense.

**Invoicing:**

Upon completion of a phase (deliverable, task, item, etc) in a manner acceptance by College, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that College may reasonably request to support the invoice amount. College will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If College approves the amount or any portion of the amount, College will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If College disapproves any invoice amount, College will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to College as follows:

**Primary Invoice**

**HOUSTON COMMUNITY COLLEGE  
ACCOUNTS PAYABLE DEPARTMENT  
PO BOX 667460  
HOUSTON, TEXAS 77266-7460**

**AND VIA EMAIL - PREFERRED METHOD AT [ACCOUNTS.PAYABLE@HCCS.EDU](mailto:ACCOUNTS.PAYABLE@HCCS.EDU)**

**Secondary Invoicie**

[                     ]                     ]

**3. Term.**

This term of this Agreement shall be from **(Effective Date)** to **(Termination Date)** ("Term") unless earlier terminated in accordance with the terms of this Agreement. College will have the option to renew this Agreement for **(Renewal Number)** additional **(Renewal Term)** year terms upon providing written notice thereof to Contractor.

**4. Licenses, Permits, Taxes, Fees, Laws and Regulations.**

4.1 Contractor warrants that it will obtain, and maintain in effect, at Contractors' sole cost and expense, all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.

- 4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.
- 4.3 Contractor will comply with, and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations; applicable College board policies, and relevant College procedures.

## **5. Ownership and Use of Work Material.**

- 5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "**Work Material**"), whether or not accepted or rejected by College, are the sole property of College and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 5.2 Contractor grants and assigns to College all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with College in any steps College may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
- 5.3 Contractor will deliver all Work Material to College upon expiration or termination of this Agreement. College will have the right to use the Work Material for the completion of the Services or otherwise. College may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person or organization other than College on other projects unless expressly authorized by College in writing.
- 5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by College in writing. Contractor will treat all Work Material as confidential.
- 5.5 If Contractor owns instruction/presentation material, Contractor warrants that it is the sole owner of the instruction/presentation materials or has obtained permission from the copyright holder to use the instruction/presentation

materials and has full power and authority to make this agreement; that the instruction/presentation materials do not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. Contractor will defend, indemnify, and hold harmless the College and/or its licensees against all claims, suits, costs, damages, and expenses that the College and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the instruction/presentation materials or any infringement or violation by the instruction/presentation materials of any copyright or property right; and until such claim or suit has been settled or withdrawn, the College may withhold any sums due to Contractor under this Agreement.

6. **Confidentiality and Safeguarding of College Records; Press Releases; Public Information.**

6.1 Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of College, or (3) have access to, records or record systems (collectively, "**College Records**"). Among other things, College Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including, without limitation, the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("**FERPA**"). If College Records are subject to FERPA, (1) College designates Contractor as a College official with a legitimate educational interest in College Records, and (2) Contractor acknowledges that its improper disclosure or redisclosure of personally identifiable information from College Records will result in Contractor's exclusion from eligibility to contract with College for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold College Records in strict confidence and will not use or disclose College Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise previously authorized by College in writing; (2) safeguard College Records according to commercially reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, the Gramm-Leach-Bliley Act, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than best practices in the data security industry; (3) continually monitor its operations and take any action necessary to assure that College Records are

safeguarded and the confidentiality of College Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including, without limitation, FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the College's rules, policies, and procedures regarding access to and use of College's computer systems. At the request of College, Contractor agrees to provide College with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of College Records.

6.1.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any College Records occurs, Contractor will provide written notice to College within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide College with all information requested by College regarding the impermissible use or disclosure.

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

6.1.3 **Disclosure.** If Contractor discloses any College Records to a permitted subcontractor or agent, Contractor will require the permitted subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

6.1.4 **Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Services or the Project or the engagement of Contractor as an independent contractor of College in connection with the Services or the Project, or release any information relative to the Services or the Project for publication,

advertisement or any other purpose without the prior written approval of College.

6.1.5 **Public Information.** Contractor acknowledges and understand that College strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.

6.1.6 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if College reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, College may immediately terminate this Agreement without notice or opportunity to cure.

6.1.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

## 7. **Independent Contractor.**

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of College. Contractor will not bind nor attempt to bind College to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, workers' compensation insurance.

## 8. **Termination.**

8.1 This Agreement may be terminated for convenience by either Party with or without cause upon ten (10) days prior written notice to the other Party. In the event of termination without cause, College shall pay the Contractor any undisputed amounts not previously paid for Services actually performed in accordance with specifications in the Statement of Work, up to the date of termination.

8.2 Performance of this Agreement is contingent upon the availability of appropriated funds from the Texas State Legislature or allocation of funds

by the HCC Board of Trustees. College shall have the right to cancel the Agreement at the end of the current fiscal year if funds are not allotted by the Board for the next fiscal year to continue the Agreement or funds are not appropriated by the Legislature. If funds are withdrawn or do not become available, College reserves the right to terminate the Agreement by giving the Contractor a ten (10) day written notice of cancellation without penalty. Upon cancellation, College shall be responsible only for payment for Services performed up to the date of termination. The College fiscal year begins on September 1 and ends on August 31st.

- 8.3 This Agreement may be terminated by either Party in the event of breach of this Agreement. A breach occurs when either Party fails to perform its obligations under this Agreement or fails to comply with the terms of this Agreement. In the event of a breach, the Party claiming such breach shall provide the other Party with written notice of such breach setting forth the basis for such claim of breach. The breaching Party shall have thirty (30) days from the receipt of the notice of breach to cure such breach. If the breaching Party fails to cure the breach within thirty (30) days of receipt of the notice, the aggrieved Party shall have the right to terminate the Agreement immediately and pursue any remedies available under law for breach of contract.

## 9. **Indemnification.**

**CONTRACTOR AGREES TO INDEMNIFY, RELEASE, AND HOLD COLLEGE AND COLLEGE'S TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES) FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANY WAY RELATED TO THIS AGREEMENT, TO THE EXTENT CAUSED BY CONTRACTOR AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES.**

## 10. **Insurance.**

- 10.1 Contractor agrees to maintain, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain, at

their sole expense, the following insurance coverages in at least the amounts specified:

- 10.1.1 Workers Compensation: Statutory Limits
- 10.1.2 Employer's Liability: \$1,000,000 per accident and employee
- 10.1.3 Commercial General Liability (including contractual liability): \$1,000,000 per occurrence
- 10.1.4 Product/Completed Ops: \$2,000,000 aggregate
- 10.1.5 Auto Liability: \$1,000,000 combined single limit
- 10.1.6 All other insurance required by state or federal law

10.2 All policies (except Workers' Compensation) will name College as an Additional Insured. A Waiver of Subrogation in favor of College and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements will be provided to College prior to commencement of any services under this Agreement. If a policy contains deductible provisions, Contractor will be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against College, its agents, employees or representatives.

10.3 Verification of Insurance Coverage will be forwarded to:

Risk Management  
P.O. Box 667517  
Houston, TX 77266-7517

Contractor will obtain and maintain in force for the duration of this Agreement and any extensions thereof, at Contractor's sole expense, all insurance required by state or federal law, including but not limited to workers' compensation, unemployment insurance and automobile liability insurance. Upon College's request, Contractor will supply evidence of such insurance to College prior to performing services.

## **11. Miscellaneous.**

11.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

11.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing



under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

- 11.3 Tax Certifications. If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 11.4 Texas Family Code Child Support Certification. Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 11.5 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, to the extent applicable, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 11.6 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and College and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of College and Contractor.
- 11.8 State Auditor's Office. Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c) of the *Texas Education Code*, to the extent applicable.

Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

- 11.9 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").
- 11.10 Venue; Governing Law. Harris County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 11.11 Ethics Matters; No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand College's Conflicts of Interest Policy available at <http://www.hccs.edu/district/about-us/policies/>, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [www.statutes.legis.state.tx.us/docs/gv/htm/gv.572.htm](http://www.statutes.legis.state.tx.us/docs/gv/htm/gv.572.htm), and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause College employees to violate College's Conflicts of Interest Policy, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board or any College employee has a direct or indirect financial interest in the transaction that is the subject of this Agreement. The Contractor further warrants, represents, and covenants that, in performing this Contract, it will use reasonable care to ensure it does not employ any person who has any such interest
- 11.12 Waivers. The provisions of this Agreement may be waived by the party hereto which is entitled to the benefit thereof only by evidencing such waiver in writing, executed by such party. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this

Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

- 11.13 Notice. Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to College:

Attn:

Address:

If to Contractor:

Attn:

Address:

- 11.14 Immunity. Nothing in this Agreement waives or alters any immunities provided College, its officers, employees, or agents under Texas or federal law.
- 11.15 Third Parties. Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.
- 11.16 Severability. Unless the basis of the bargain among the parties hereto is destroyed or rendered ineffective by invalidity or unenforceability of any provision hereof, if any provision of this Agreement should be held to be void, voidable or unenforceable in any respect, then the remaining portions of this Agreement shall remain in full force and effect.
- 11.17 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

11.18 Electronic counterparts. This Agreement may be executed in multiple counterparties, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed counterpart of this Agreement transmitted by telecopier, facsimile, or as a .pdf, .jpeg, .TIFF or other electronic format as an attachment to an electronic transmission shall also be deemed an original and effective for all purposes.

11.19 Certifications Regarding Terrorist Organizations and Boycott of Israel. Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

11.18 Access by Individuals with Disabilities. To the extent applicable, Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to College under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to College, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then College may terminate this Agreement and Contractor will refund to College all amounts College has paid under this Agreement within thirty (30) days after the termination date.

11.19 Confidential Student Information. "Confidential Student Information" is defined as information that is personally identifiable to a student who is or was enrolled at College by any of the following means: the student's name, the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as a identification number, or biometric record; other indirect identifiers, including but not limited to the student's date of birth, place of birth, and mother's maiden name; or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community to identify the student with reasonable certainty and includes information supplied to Contractor by College as well as any information provided by College's students and third parties to the Contractor.

To the extent applicable, Contractor acknowledges that this Agreement allows the Contractor access to Confidential Student Information, and that access to and disclosure of Confidential Student Information is restricted by College policy and federal law, namely the Family Educational Rights and Privacy Act ("FERPA").

Contractor agrees to hold Confidential Student Information in strict confidence. Contractor will not use or disclose Confidential Student Information received from or on behalf of College (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by College. Contractor agrees not to use Confidential Student Information for any purpose other than the purpose for which the disclosure was made. Contractor agrees that only Contractor's employees who have a legitimate business need in performing this Agreement will have access to the Confidential Student Information.

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor will return all Confidential Student Information to College within thirty (30) days or, if return is not feasible, destroy any and all Confidential Student Information. Twenty (20) days before destruction of any Confidential Student Information, Contractor will provide College with written notice of Contractor's intent to destroy Confidential Student Information. Within seven (7) days after destruction, Contractor will confirm to College in writing the destruction of Confidential Student Information.

Contractor agrees that Contractor is under the direct control of College with respect to the use and maintenance of Confidential Student Information. If College reasonably determines in good faith that Contractor has materially breached any of its confidentiality obligations under this Agreement or has violated FERPA, College, in its sole discretion, will have the right to require Contractor to submit to a plan of monitoring and reporting; provide Contractor with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately. Before exercising any of these options, College will provide written notice to Contractor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Contractor improperly disclosed personally identifiable information obtained from College's education records, College may not allow the Contractor access to education records for at least five years.

Contractor will 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 Confidential Student Information received from, or on behalf of College or its students. These measures will be extended by contract to all subcontractors used by Contractor.

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

Contractor will defend and hold College harmless from all claims, liabilities, damages, or judgments involving a third party, including College's costs and attorney fees, which arise as a result of Contractor's failure to meet or breach any of its obligations under this Agreement.

The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

11.20 Mediation. The parties agree that any and all claims, controversies of disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to non-binding mediation. Further, the parties agree that (i) neither the execution of this Agreement by the College/HCC nor any other conduct, action or inaction of any representative of the College/HCC relating to this Agreement constitutes or is intended to constitute a waiver of the College's/HCC's of sovereign immunity to suit; and (ii) the College/HCC has not waived its right to seek redress in the courts.

11.21 Assurances. **To the extent applicable** and for contracts under Title I of WIOA will assure as follows in accordance with 20 CFR 38.25:

(i) As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

(A) **Section 188 of the Workforce Innovation and Opportunity Act (WIOA)**, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

(B) **Title VI of the Civil Rights Act of 1964**, as amended, which prohibits discrimination on the bases of race, color and national origin;

(C) **Section 504 of the Rehabilitation Act of 1973**, as amended, which prohibits discrimination against qualified individuals with disabilities;

(D) **The Age Discrimination Act of 1975**, as amended, which prohibits discrimination on the basis of age; and

(E) **Title IX of the Education Amendments of 1972**, as amended, which prohibits discrimination on the basis of sex in educational programs.

(ii) The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other

regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

11.22 Performance Bond. To the extent applicable, in accordance with Section 2252.064, *Texas Government Code*, Contractor will provide College with a Performance Bond in the amount of \$ **(Perormance Bond Amount)** for each year during the Initial Term and any Renewal Term of this Agreement. The Performance Bond will be issued by a surety company authorized to do business in the State of Texas and acceptable to College in all respects. The Performance Bond will be made payable to College and conditioned upon the prompt and faithful performance of the Services and all of Contractor's other duties and obligations under this Agreement. The Performance Bond will be forwarded to: **(Where Performance Bond/To Whom the Performance Bond will be forwarded to).**

11.23 Electronic Counterparts: This Agreement may be executed in multiple counterparties, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed counterpart of this Agreement transmitted by telecopies, facsimile, or as a .pdf, .jpeg, .TIFF or other electronic format as an attachment to an electronic transmission shall also be deemed an original and effective for all purposes.

11.24 New Certifications: Certifications Regarding Terrorist Organizations and Boycott of Israel Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov't Code §§ 2252.151-.154) Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that to College in all respects. The Performance Bond will be made payable to College and conditioned upon the prompt and faithful performance of the Services and all of Contractor's other duties and obligations under this Agreement. The Performance Bond will be forwarded to:



College and Contractor have executed and delivered this Agreement to be effective as of the Effective Date.

**\*\*\*Signature on page to follow\*\*\***

**HOUSTON COMMUNITY COLLEGE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Cesar Maldonado, Ph.D., P.E.

Title: Chancellor

Date: \_\_\_\_\_

**INSERT CONTRACT'S COMPLETE LEAGAL NAME**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

Attached:

Exhibit A – Statement of Work

Exhibit B – Price Proposal

**EXHIBIT A**  
**Statement of Work**

**EXHIBIT B**  
**Price Proposal**