|  |  |
| --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Grantor of Prime Award**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **CFDA Number If Applicable**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Prime Award Number** | **GRANT SUBCONTRACT AGREEMENT**  **(FEDERAL FUNDS THROUGH STATE)**  **BETWEEN**  **ALAMO COMMUNITY COLLEGE DISTRICT**  **AND**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **SUBCONTRACTOR** |

This Agreement is entered into by and between Alamo Community College District, a political subdivision of the State of Texas (“Recipient”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Subcontractor”), collectively sometimes referred to herein as “the Parties.”

**WHEREAS**, Recipient is a public junior college district comprised of district services offices and five colleges, San Antonio College, St. Philip’s College, Palo Alto College, Northwest Vista College, and Northeast Lakeview College; and

**WHEREAS**, Recipient has been awarded a Texas state agency grant (“Grant”) pursuant to a grant application (“Application,” attached as **Exhibit A** hereto) submitted in response to a request for proposal (“RFP,” attached as **Exhibit B** hereto) resulting in an award document (“Award,” attached as **Exhibit C** hereto) requiring, contemplating or permitting a Subcontract to one or more qualified Subcontractors; and

**WHEREAS**, Subcontractor has reviewed the Application and such additional materials as it deems reasonably necessary and has determined that it would be a qualified Subcontractor under the Grant and wishes to contractually agree to be a Subcontractor under the Grant.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Recipient and Subcontractor hereby agree as follows:

1. **DEFINED TERMS.**
   1. “**Application**”has the meaning set forth in the “Whereas” clauses.
   2. “**Award**” has the meaning set forth in the “Whereas” clauses.
   3. **“Business Days”** shall mean calendar days less Saturdays, Sundays and all holidays and

breaks observed by Subcontractor as reflected on its website

* 1. “**Grant**” has the meaning set forth in the “Whereas” clauses, and consists of **Exhibits A, B & C**, as they may be subsequently amended or extended, with an order of precedence as established by their respective terms and any applicable statutes and regulations.
  2. “**Grantor**” means the grantor of the Award to Recipient.
  3. “**Grant Compliance Requirements**” means those Grant requirements pertaining to the duties of a Recipient or Subcontractor that relate primarily to all grants or a class or type of grant that rather than to the specific objectives of a particular grant, including, without limitation, reporting, accounting, compliance and similar general requirements.
  4. “**Grant Performance Requirements**” means those Grant requirements pertaining to a Recipient or Subcontractor’s specific duties of performance under a particular grant, as contrasted with “Grant Compliance Requirements” as herein defined.
  5. “**Recipient**” has the meaning set forth in the introductory clause.
  6. “**Recipient Grant Coordinator**” means the designated employee of Recipient who will

manage the Subcontract relationship between Recipient and Subcontractor. The designated

employee will be qualified to manage the Subcontract relationship.

**1.11** “**Subcontract**” means Recipient’s subcontracting of all or a portion of Recipient’s duties under the

Grant to Subcontractor.

**1.12** “**Subcontractor**” has the meaning set forth in the introductory clause.

**1.13** “**Subcontractor Grant Coordinator**” means the designated employee of Subcontractor who will manage the subcontract relationship between Recipient and Subcontractor.

The designated employee will be knowledgeable of the Grant and be experienced in managing grant Subcontracts similar to the one established herein.

**2. GRANT AWARD OBJECTIVE(S) AND SCOPE.** The objectives and scope of the Award are set forth in **Exhibits A, B and C**.

**3. SUBCONTRACT SCOPE.** The scope of the Subcontract to Subcontractor is described in **Exhibit D** hereto.

**4. SPECIFIC SUBCONTRACT RESPONSIBILITIES.** Subcontractor agrees toperform the Grant Performance Requirements described in **Exhibit D** hereto and to perform any other Grant Performance Requirements that by their terms apply to Subcontractors, and any Grant Performance Requirements of Recipient under the Award that fall within the scope of the general Subcontract as described in **Exhibit D** hereto, all in compliance with the Grant Compliance Requirements.

**5. CHANGES TO AWARD.** Subcontractor agrees to accept changes to the Subcontract that: (i) are within the scope of the Subcontract and are made by the Grantor to the Award as a matter of right ,or as a condition of Grantor’s non-exercise of remedies or sanctions against Recipient or Subcontractor, pursuant to the terms of the Grant; (ii) consist of an extension of the Grant term at substantially equivalent levels of Subcontractor compensation for Subcontractor duties performed; and/or (iii) consist of adjustments to deliverables under the Award requiring substantially equivalent effort and expense from Subcontractor at substantially equivalent levels of Subcontractor compensation.

**6. COMMUNICATION**. The Parties agree to communicate in furtherance of the Subcontract, including but not limited to setting mutually agreed upon hours in which Recipient and Subcontractor will perform the Subcontract deliverables and notifying one another of any and all changes in personnel, operations, or policies that may affect the Subcontract.

**7. POLICIES**. The Parties agree to advise one another, and their respective employee(s) assigned to the Grant, of their responsibility for complying with one another’s existing rules and regulations, and of the content of same.

**8. FLOW-DOWN TO SUBCONTRACTOR OF GRANT COMPLIANCE REQUIREMENTS**. Subcontractor agrees to comply with all Grant Compliance Requirements that by their terms apply to Subcontractors, and accepts the flow-down to Subcontractor of, and agrees to comply with, any and all such requirements imposed on Recipient under the Grant that are not clearly inapplicable to the Scope of the Subcontract. Subcontractor also agrees to be bound by and comply with all applicable requirements of the Uniform Grant Management Standards of the Texas State Office of Budget and Planning, and the federal Office of Management and Budget (“OMB”), including, without limitation 2 CFR Part 200 and Circulars numbered A-102 and A-110, and of any additional applicable statutory, regulatory, or other requirements specified in the Grant RFP or any other portion of the Grant. The order of precedence in case of any conflict between requirements shall be determined by their respective terms and any applicable statutes and regulations.

Subcontractor hereby certifies that neither it nor any of its subcontractors under this Agreement are a company identified on the Texas Comptroller’s divestment statute lists, or any other lists of companies with prohibited relations with or improperly boycotting state-identified countries, or designated as a company 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 (all, collectively, the “Foreign Organization List”). In the event that Subcontractor or any of its subcontractors under this Agreement are added to the Foreign Organization List at any time during the term of this Agreement, Subcontractor shall promptly provide notice to Recipient. Recipient may, at its discretion, terminate this Agreement immediately upon receipt and verification of information, by any means, that Subcontractor has been added to the Foreign Organization List.

**9. COMPLIANCE WITH APPLICABLE LAW**. Subcontractor agrees to comply with all applicable law, including, without limitation, to ensure that its activities hereunder do not cause Recipient to fail to comply with all applicable federal statutes and regulations, including, without limitation, the Family Educational Rights and Privacy Act, 20 United States Code 1232g, 34 CFR Part 99 (“FERPA”). Any exchange by the parties of student record information protected by FERPA (which includes information generated by Subcontractor for inclusion in a student record) shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, to forbid any re-disclosure except in compliance with 34 CFR 99.3 and either with the specific written permission of Recipient, or in strict compliance with any explicit permission granted to Subcontractor in the Agreement or separately by the eligible student, and to require the return or certified secure destruction by Subcontractor of all such information, including any copies that may reside in system backups, temporary files, or other storage media, as soon as the intended purpose for such disclosure ends. Subcontractor agrees to immediately report any and all Recipient student record data security breaches via electronic mail directly to the appropriate Recipient personnel. Parties agree to have in place and abide by a policy prohibiting discrimination, harassment, and retaliation on the basis of any legally protected criteria, including, without limitation, race, color, gender/sex, sexual preference, religion, age, disability, genetic information, national origin, veteran status, income level, limited English proficiency or political affiliation. The Parties agree not to deny or discriminate on the basis of any legally protected criteria in the provision of any service or benefit, including, without limitation, access to any educational program or use of any facility. Subcontractor agrees to abide by all applicable Recipient’s policies, including, without limitation, those relating to financial ethics and accountability.

**10. INSURANCE**.

**10.1** Recipient maintains insurance coverage for claims or causes of action brought for which immunity has been waived under the provisions of the Texas Tort Claims Act.

**10.2** Subcontractor shall obtain at its own cost such insurance, if any, that it determines to be appropriate, to cover any material risks presented by its activities pursuant to this Agreement. Subcontractor shall obtain from its insurer(s), if any, a waiver of subrogation in favor of Recipient for all risks for which Recipient might otherwise be liable in subrogation to the extent that such risk of liability is presented by the responsibilities of the parties under this Agreement, and in any such case shall provide written notice of the risk, and evidence of waiver of subrogation, to Recipient’s Grant Administrator.

**11. PAYMENT**.

**11.1**  If the Award specifies the amounts receivable by Subcontractors under the Award, then total payments to Subcontractor under the Subcontract shall not exceed the amount specified for Subcontractor in the Award and shall be payable according to any milestones for Subcontractor’s performance specified in the Award. If the Award does not specify the amounts receivable by Subcontractors under the Award, then total payments to Subcontractor under the Subcontract shall not exceed the amount specified in **Exhibit D** hereto and shall be payable according to any milestones for Subcontractor specified therein.

**11.2** Recipient’s obligation to make payments to Subcontractor shall be contingent on Recipient’s

receipt of payment from Grantor. Payments to Subcontractor shall be delayed and/or reduced by Recipient in direct proportion to any delays and/or reductions in the payments receivable by Recipient from Grantor.

**11.3** Subcontractor shall submit all invoices to Recipient at the address set forth in **Exhibit D**

hereto.

**11.4** Recipient will make payments to Subcontractor within forty-five calendar days after the later of the date of (i) receipt from Subcontractor of an invoice, report or other milestone completion representation applicable to the Subcontract triggering a payment requirement, or (ii) receipt of funds for the corresponding element of Recipient’s responsibilities under the Award from the Grantor. Notwithstanding the foregoing, under Section 231.006, Family Code, the vendor or applicant (Subcontractor) certifies that the individual or business entity named in this contract, proposal 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. If Subcontractor is an entity and becomes delinquent in the payment of any Texas Margin Tax due, then any payments due to Subcontractor may be withheld until such delinquency is remedied.

**11.5** Notwithstanding any provision to the contrary, Recipient will not be obligated to make any payment to Subcontractor if and for so long as Subcontractor is in breach or default under this Agreement.

**11.6** Subcontractor agrees to repay to Recipient, promptly on receipt of Recipient’s written demand, that portion of any amounts that Recipient becomes required to repay to Grantor attributable to any deficiencies in Subcontractor’s compliance with or performance under this Agreement, including, without limitation, the Grant Compliance Requirements and the Grant Performance Requirements.

**12. TERM AND TERMINATION**. The Term of this Agreement is set forth in **Exhibit D** hereto. The Term may be extended thereafter by written agreement signed by both parties, which Subcontractor agrees to execute if limited to the scope of an extension pre-agreed by Subcontractor under Article 5 “Changes to Award” herein.

**12.1** **Termination for Termination of Agreement.** Recipient may terminate this Grant by written notice to Subcontractor if Grantor should terminate the Grant in whole or substantial part. Such termination shall be effective upon the date of any such termination of the grant if Recipient’s notice to Subcontractor is delivered within five (5) business days of Recipient’s receipt of notice from Grantor, otherwise it shall be effective the date of Subcontractor’s receipt of notice from Recipient. Any such termination shall be without liability of either party by reason thereof, except that Recipient shall use reasonable efforts to secure payment from Grantor for work performed prior to the date of receipt of notice of termination by Subcontractor and remit to Subcontractor its allocable share of any such payment received.

**12.2** **Termination for Material Breach.** This Agreement may be terminated by Recipient for breach of any material terms or conditions of this Agreement by Subcontractor, which breach is not corrected by Subcontractor within fifteen (15) business days after written notice thereof is given to Subcontractor.

**13. LICENSES, PERMITS, TAXES AND FEES.** Subcontractor warrants that it will obtain, maintain in effect, and pay the cost for any licenses, permits, or certifications that may be necessary for Subcontractor’s performance of this Agreement. Subcontractor 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 Subcontractor’s performance of this Agreement.

**14. REPORTS.** Subcontractor shall make any and all reports specifically required of Subcontractors under the Grant on or before the dates required by the Grant, or if no date is specified by the Grant, then at least 30 calendar days prior to the due date of any report required by Recipient under the Grant that requires the use of data derived from Subcontractor’s report. If there are no specific Grant requirements of reports by Subcontractors, then Subcontractor shall nevertheless make such reports to Recipient as are required by this Agreement as well as any other reports, whether or not specified, that are reasonably required to enable Recipient to make any reports required of Recipient under the Grant, at least 30 calendar days prior to the due date of any Recipient report. All Recipient reports shall be in a form required by the Grantor and/or usable by Recipient in compiling its own Grant-required reports, and shall be complete and accurate in their content.

**15. NOTICES.** All notices given pursuant to this Agreement shall be in writing, with delivery receipted, effective on receipt. Notice mailed through the US Postal Service shall be by first class mail, postage prepaid, registered or certified with return receipt requested. Notice may also be delivered in person to the intended addressee with receipt, or sent by receipted email or receipted overnight delivery service. Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt. The notice addresses of the Parties are stated in **Exhibit D** and maybe changed by giving 5 business days of notice.

**16. CHOICE OF LAW.** This Agreement is made and is to be performed in Bexar County, Texas, and will be interpreted and governed by the Constitution and the internal laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this agreement shall be in Bexar County, Texas.

**17. IDENTITY THEFT PREVENTION AND NOTIFICATION.** Subcontractor’s performance under this Agreement may include access to and review of confidential, personally identifying information of Recipient or third parties. Subcontractor agrees to use best practices to prevent identity theft and to promptly report in writing any red flags to the Recipient Grant Coordinator.

**18. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. This Agreement may not, in total or part, be assigned or transferred directly or indirectly to another subsidiary/agency without prior written consent of both parties. Sixty (60) calendar days’ written notice is required for any change in status.

**19. ENTIRE AGREEMENT.** This Agreement, including its exhibits, represents the entire agreement between the Parties with respect to the subject matter herein. No representations, warranties, promises, or guarantees, undertakings, or agreements, oral or written, express or implied, have been made by Recipient as expressly stated herein

**20. AMENDMENTS.** Subject to the primacy of Article 5, amendments or modifications may be made to this Agreement only by setting the same forth in a written document duly executed by the Parties.

**21. FORCE MAJEURE.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party’s control and not occasioned by the negligence of the party or its affiliates, including, but not limited to, acts of God. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.

**22. SEVERABILITY.** This Agreement is to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, and the remainder of this Agreement and the application of such provision to other parties or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

**23. GENDER AND NUMBER.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice-versa.

**24. CAPTIONS.** The Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section.

**25. EXHIBITS.** Any and each exhibit to this Agreement is incorporated herein for all purposes.

**26. DRAFTERS.** Each party to this transaction has been afforded the opportunity to negotiate the terms of this Agreement, and to consult legal counsel regarding same; therefore, the Parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either party as drafter hereof.

**27. NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.

**28. DISPUTE RESOLUTION.** In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, the parties agree to do all of the following before commencing legal action. First, the parties shall use their best good-faith efforts to settle such disputes, claims, questions, or disagreement.  To this effect they shall first consult and negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.   If such consultation and negotiation does not fully resolve the issue, the parties agree to promptly engage in non-binding mediation in Bexar County, Texas.  If such mediation does not fully resolve the issue, then either party may thereafter seek legal recourse in equity and/or at law.  Notwithstanding the foregoing, either party may commence injunctive relief without having complied fully with these dispute resolution procedures, but only to require the other party to mediate, to preserve the status quo pending resolution of an issue, or to protect a vital interest of that party or of an affiliate.

**29. INDEMNIFICATION.** To the extent allowed by applicable law, SUBCONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Recipient, its Board of Trustees, officers, employees, agents, subcontractors and assigns (“Protected Parties”) from and against, and to pay to Protected Parties on demand the amount of, any and all costs resulting from any complaints, claims, liabilities, suits, damages, judgments, penalties, fines, settlements, losses and expenses (including attorneys’ fees, expert witness fees and other legal expenses and court costs), of whatsoever kind and nature, imposed upon, incurred by, or asserted against Protected Parties in any way related to or resulting from the execution, enforcement, or performance of this Agreement, or from Subcontractor’s use of Recipient’ facilities (“Claims”). Subcontractor’s duty to indemnify, defend, and hold harmless Protected Parties includes, but is not limited to, Claims resulting from bodily injury or death of persons, or from damage to property and the resulting loss of its use, regardless of the ownership of such property and the identity of such persons, except to the extent that such injury, death or damage was caused, in whole or in part, by the gross negligence or intentional and knowing misconduct of any Protected Party. Recipient is a state governmental unit that is prohibited by law from indemnifying other parties pursuant to applicable Texas Attorney-General opinions.

**30. RELEASE OF LIABILITY.** SUBCONTRACTOR HEREBY RELEASES Protected Parties from all liability for any and all Claims arising under this Agreement, EVEN IF CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY, whether contributory, sole, or joint, PAST OR FUTURE, arising out of this Agreement, with the sole exception of direct but not consequential contractual damages resulting from breach of this Agreement.

**31. RELEASE OF INFORMATION**. Recipient is a governmental entity in the State of Texas. Documents submitted pursuant to this Agreement become a government record. Access by the public to government records is governed by the Texas Public Information Act. If a public information request is made to Recipient, or to Subcontractor if also a governmental unit, for information designated as proprietary, the request recipient may determine in its sole discretion whether sufficient legal justification exists for withholding the information and whether an opinion should be requested from the Texas Attorney General or pother authority applicable to Subcontractor.  If an opinion is requested, the receiving party will notify the non-receiving party, in accordance with the applicable public information act, to assert any arguments the non-receiving party may have in opposition to release of the information. If a party requests judicial intervention, the party so requesting shall pay the other party’s costs (including attorney's fees) associated with the judicial action. Under no circumstances will a party be liable for any costs, damages, or claims of any nature, related to release or disclosure required by an applicable public information act of any information contained in documents submitted pursuant to this Agreement.

**32. INDEPENDENT CONTRACTORS.** Subcontractor and Recipient understand and agree that each performs tasks, the details of which the other does not have legal right to control and no such control is assumed by this Agreement. This Agreement does not create an employment relationship, partnership, or joint venture between Subcontractor, its employees, and Recipient. Neither party nor its employees shall be deemed employees of the other for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the other. Subcontractor and Recipient further agree that nothing in this Agreement shall be construed to create a borrowed servant, joint employment or leased employee status with the employees of the other party.

**33. RECORDS.** Subcontractor agrees to retain its records for a minimum of four (4) years following termination of the Subcontract, unless there is an ongoing dispute under the Subcontract, in which case such retention period shall extend until final resolution of the dispute. Subcontractor’s “Records” include any and all information, materials and data of every kind and character generated as a result of the work under this Subcontract. Examples of Records include, without limitation, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question, and any and all other agreements, sources of information and matters that may in the Recipient’s judgment have any reasonably pertain to any matters, rights, duties or obligations under the Subcontract.

**34. AUDIT**. Subcontractor grants Recipient, its grantor, or their designees the right to audit, examine or inspect (“Audit”), at the Recipient’s election, all of Subcontractor’s records relating to the performance of the Subcontract during its term and subsequent retention period. Recipient agrees that it will exercise this right only during regular business hours. Subcontractor agrees to allow access to all of Subcontractor’s Records, its facilities, and its current or former employees, deemed reasonably necessary by the auditor, to perform such Audit. Subcontractor also agrees to provide adequate and appropriate work space necessary to conduct Audits.

**35. PRIORITY**. If there should be different requirements imposed on Subcontractor by the text of this Agreement and by material incorporated by reference from **Exhibits A, B & C** and/or applicable laws or regulations, the most stringent of such shall apply unless that violates rather than supplements applicable laws or regulations. The provisions of **Exhibit C** shall prevail to the extent of any conflict with **Exhibits A and B**, and **Exhibit A** shall prevail to the extent of any conflict with **Exhibit B**. **Exhibit D** will prevail to the extent of any conflict with any other exhibit, but only as regards to Grant Performance Requirements; otherwise, it shall be fourth in order of priority.

**36. ATTORNEY’S FEES**. Should the parties proceed beyond mediation to suit regarding any dispute under this Agreement, the prevailing party shall be entitled to recover its attorney’s fees, expert witness fees and other legal expenses and costs of court.

**37. DATA SECURITY**. Subcontractor’ s performance under this Agreement may include access to and review of confidential, personally identifying information about Recipient’s employees, students, and/or vendors. Subcontractor agrees to use best practices to maintain data security to prevent identity theft, and to promptly report in writing any red flags to the Program Administrator, the Vice Chancellor for Finance and Administration, or the Project Coordinator for this Agreement. Subcontractor agrees, in the event of a data security breach, to clearly state what personally identifiable information has been improperly accessed, to explain the measures taken to prevent future breaches, and to pay for the reasonable costs of appropriate notification and credit monitoring.

**38. CERTIFICATION OF DEBARMENT/SUSPENSION STATUS**.Subcontractor certifies with its execution of this Subcontract that it is not suspended, debarred or ineligible from entering into contracts with any Department or other Agency of the State of Texas or of the United States, or in receipt of a notice of proposed debarment or suspension. The Subcontractor shall provide immediate notice to Recipient in the event of being suspended, debarred or declared ineligible by any Texas or United States department or agency, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Subcontract. The Subcontractor agrees to secure from its subcontractors certification that such participants are not suspended, debarred or declared ineligible from entering into contracts with any Texas or United States department or agency, or in receipt of a notice of proposed debarment or suspension.

**39.** **PROHIBITION AGAINST BOYCOTTING THE STATE OF ISRAEL**. If the Agreement is valued at $100,000 or more and Subcontractor has at least 10 employees, then Subcontractor hereby certifies, represents and warrants that neither Subcontractor nor any of its affiliates presently does, and during the term of this Agreement will any of them, boycott the State of Israel, by, without limitation, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with the State of Israel, or with a person or entity doing business within the State of Israel or in any territory controlled by the State of Israel, but this requirement shall not be enforced for so long as it may be enjoined by a court of competent jurisdiction.

**40.** **PROHIBITION AGAINST BOYCOTTING ENERGY COMPANIES**. If the Agreement is valued at $100,000 or more and Subcontractor has at least 10 employees, then Subcontractor hereby verifies that is does not presently, nor during the term of this Agreement will it, any of them, boycott energy companies, as those terms are defined in Texas Government Code Chapter 2274.

**41.** **PROHIBITION AGAINST DISCRIMINATING AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS**. If the value of non-sole-source procurement(s) under this agreement equals or exceeds $100,000, Subcontractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association, as those terms are defined in Texas Government Code Chapter 2274.

Authorized signatures below constitute acceptance of the terms and conditions set forth in this Agreement.

**ALAMO COMMUNITY COLLEGE DISTRICT: SUBCONTRACTOR:**

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

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBIT A – Grant Application

EXHIBIT B – Grant RFP and any revisions

EXHIBIT C – Grant Award Agreement

EXHIBIT D – Subcontractor Grant Performance Requirements and Budget

EXHIBIT A TO GRANT SUBCONTRACT AGREEMENT

MADE BY ALAMO COMMUNITY COLLEGE DISTRICT AS GRANT AWARDEE

GRANT APPLICATION MADE BY ALAMO COMMUNITY COLLEGE DISTRICT

ATTACHED / OBTAIN ONLINE AT \_**\_**

EXHIBIT B TO GRANT SUBCONTRACT AGREEMENT

MADE BY ALAMO COMMUNITY COLLEGE DISTRICT AS GRANT AWARDEE

GRANTOR RFP RESPONDED TO BY ALAMO COMMUNITY COLLEGE DISTRICT

ATTACHED / OBTAIN ONLINE AT \_**\_**

EXHIBIT C TO GRANT SUBCONTRACT AGREEMENT

MADE BY ALAMO COMMUNITY COLLEGE DISTRICT AS GRANT AWARDEE

GRANT AWARD AGREEMENT

BETWEEN GRANTOR AND ALAMO COMMUNITY COLLEGE DISTRICT

ATTACHED / OBTAIN ONLINE AT \_**\_**

EXHIBIT D TO GRANT SUBCONTRACT AGREEMENT

MADE BY ALAMO COMMUNITY COLLEGE DISTRICT AS GRANT AWARDEE

SPECIFICS OF GRANT SUBCONTRACT MADE BY ALAMO COMMUNITY COLLEGE DISTRICT

1. General Description of Subcontract:
2. Grant Performance Requirements:
   1. Deliverables:
   2. Schedule:
   3. Payment and Milestones:

Total: $\_

3. Subcontractor shall submit all invoices to Recipient at the following address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Term of this Agreement shall commence on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_** and terminate on **\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.** No payment may made be made under this Agreement outside of its term.

5. Notices to Recipient:

Alamo Colleges District Assistant Controller, Grants Accounting

2222 North Alamo Street, San Antonio, Texas 78215

Tel: 210-485-0348

Email: dst-FFSGRANTS@alamo.edu

With Copy to:

\_\_\_(College/District Office

\_\_

\_\_

Tel.:\_

Email: \_\_\_\_\_\_@alamo.edu

Notices to Subcontractor:

\_

\_

\_

Tel: \_

Email: \_