

## Subaward Agreement

Pass-through Entity (PTE): <b>The University of Texas at Austin ("UT")</b>		Subrecipient: Hidalgo County Health and Human Services
UT's Principal Investigator (PI): Navkiran Shokar		Subrecipient's Principal Investigator (PI): Amy Gonzalez
UT's Prime Award No.: PP230060	FAIN No.: n/a	Prime Awarding Entity: The Cancer Prevention and Research Institute of Texas
Assistance Listing No.: n/a	Assistance Listing Program Title (ALPT): n/a	
Project Title: Coordinating Center for Colorectal Cancer Screening Across Texas (CONNECT)		

<b>Subaward Budget Period:</b> Start: 11/01/2025      End: 10/31/2026	<b>Amount Funded This Action in USD:</b> <b>\$ 20,000.00</b>	<b>Subaward No.:</b> UTAUS-SUB00002039
--------------------------------------------------------------------------	-----------------------------------------------------------------	-------------------------------------------

Estimated Period of Performance: Start: 11/01/2025      End: 08/30/2026	Incrementally Estimated Total in USD: \$ 20,000.00	Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
----------------------------------------------------------------------------	-------------------------------------------------------	-------------------------------------------------------------------------------------------

**Subaward Type:**  Cost Reimbursable     Fixed Price     Other \_\_\_\_\_

Check all that apply:  Reporting Requirements (Attachment 6)     Subject to FFATA (Attachment 3B)     Cost Sharing (Attachment 6)

### Terms and Conditions

1. **Subrecipient's Work:** Subrecipient shall supply all personnel, equipment, and materials necessary to accomplish the tasks set forth in its Statement of Work, as detailed in Attachment 5.
2. **Limitation on Costs:** Subrecipient is authorized under this action only for the funding amount listed above as "Amount Funded This Action" and as allotted and detailed in Attachment 6. If this Subaward is incrementally funded, the total amount anticipated is listed in "Incrementally Estimated Total". However, UT is not under any obligation for the Incrementally Estimated Total, and additional funding is subject to UT's receipt of continued funding from the Prime Awarding Entity and an executed amendment between UT and Subrecipient.
3. **Payment:** Subrecipient shall submit invoices for allowable costs incurred. All invoices must: 1) be prepared using Subrecipient's standard invoice or letterhead, 2) be signed by an Authorized Official, 3) certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the award documents, 4) include the Subaward Number, 5) include the period for which reimbursement is being requested, 6) itemize the costs by budget category, and 7) Include current and cumulative costs to date, and cost sharing (as applicable). UT may request supporting documentation, including, but not limited to, travel receipts, purchase orders, invoices for services or supplies, time records, or general ledger reports originating directly from the Subrecipient's financial record keeping system. All supporting documentation shall be retained by Subrecipient and provided to UT upon request. Final invoices shall be marked "Final." Final payment is contingent upon UT's receipt of funds from the Prime Awarding Entity, and receipt of all required reports and Subrecipient Close-Out Form (Attachment 6). Reimbursement does not constitute acceptance of the invoiced activities, nor does it constitute a waiver of UT's claims against the Subrecipient or its sureties.
4. **Incorporation of Attachments:** Attachments 1-6, as listed below, and any terms and conditions therein are hereby made part of this Subaward.
  1. Attachment 1, Certifications and Assurances;
  2. Attachment 2, General Terms and Conditions & Special Terms and Conditions;
  3. Attachment 3, UT and Subrecipient Contacts;
  4. Attachment 4, Prime Award Terms and Conditions;
  5. Attachment 5, Subrecipient Statement of Work and Reporting Requirements; and
  6. Attachment 6, Subrecipient Budget or Payment Schedule and Close-Out Form
5. **Order of Precedence:** Any inconsistencies in this Subaward shall be resolved by giving precedence in the following order:

- A. This Document and Attachment 1, Certifications and Assurances;
- B. Attachment 2, Special Terms and Conditions;
- C. Attachment 2, General Terms and Conditions
- D. Attachment 4, Prime Award Terms and Conditions;
- E. Attachment 5, Reporting Requirements;
- F. Attachment 5, Subrecipient Statement of Work; and
- G. Attachment 6, Subrecipient Budget or Payment Schedule

- 6. **Key Personnel:** Subrecipient's Principal Investigator, as listed above, is considered essential to the research to be performed under this Subaward. Substitution or substantial reduction in commitment of Subrecipient's Principal Investigator requires the prior written approval of UT.
- 7. **Reporting Guidelines and Procedures:** Subrecipient shall submit reports in accordance with the Reporting Requirements as detailed in Attachment 5.

In witness whereof, the duly authorized representatives of the Parties have entered into this Subaward as of the date of the last signature set forth below:

By an Authorized Official of The University of Texas at Austin:		By an Authorized Official of Subrecipient:	
_____	_____	_____	_____
Alyson Frasch, Senior Manager Subawards	Date	Name Title	Date

**Attachment 1**  
**Subaward Agreement**  
**Certifications and Assurances**

**CERTIFICATION OF INSTITUTIONAL POLICY ON FINANCIAL CONFLICTS OF INTEREST**

Subrecipient hereby designates which entity's Financial Conflicts of Interest policy (COI) will apply to Subrecipient:  PTE  Subrecipient  Not Applicable

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Prime Awarding Entity as identified herein: The Cancer Prevention and Research Institute of Texas

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI. Identified financial conflicts of interest will subsequently be reported to the Prime Awarding Agency by Prime Awardee, as required by applicable regulations.

**CERTIFICATION OF EQUAL OPPORTUNITY**

This Subrecipient and any lower-tier Subrecipient shall abide by the requirements of 41 CFR 60.1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered Subrecipients and lower-tier Subrecipients take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.

**GENERAL ASSURANCES**

**By signature of this Subaward, Subrecipient certifies that:**

1. It will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 1213 et seq, as amended.
2. To the best of its knowledge, it is not indebted to the State of Texas nor has it an outstanding tax delinquency.
3. It is in compliance with the requirements of Section 1352, Title 31, U.S. Code, which limits the use of appropriated funds to influence certain Federal contracting and financial transactions.
4. It complies with 2 CFR Part 180, as applicable, and that neither it nor its principals are presently debarred, suspended, declared ineligible, proposed for debarment, suspension, or ineligible status, or voluntarily excluded from participation in this transaction by any federal department or agency. Subrecipient shall provide immediate notice to UT in the event it or any of its principals receives notice of a proposed debarment, suspension or ineligibility declaration by any federal department or agency or voluntary exclusion, post-execution of this Subaward.
5. It agrees to comply with the provisions of 41 U.S.C. 4712 in its performance of this Subaward. It agrees to inform its employees working on any Federal award that they are subject to the whistleblower rights and remedies of the pilot program, inform its employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce, and include such requirements in any agreement made with a lower-tier Subrecipient.
6. Notwithstanding any other conditions of this Subaward, as applicable, UT, the Prime Awarding Entity, the Texas State Auditor's Office, the Prime Awarding Entity's Federal sponsoring agency, the Comptroller General of the United States, and/or any of their duly authorized representatives shall have access, at Subrecipient's regular place of business during regular office hours, to any books, documents, papers and records of Subrecipient which are directly pertinent to this Subaward for the purpose of making audits and examinations, and shall have the right at all reasonable times to inspect or otherwise evaluate the research performed or being performed by Subrecipient. Additionally, the books and records must be retained for a period of three (3) years following final payment, or longer if required by audit.

7. It represents that no part of the total Subaward amount provided herein shall be paid directly or indirectly to any officer or employee of Prime Awarding Entity as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Subrecipient in connection with any research contemplated or performed relative to this Subaward.

**Attachment 2**  
**Subaward Agreement**  
**General Terms and Conditions**  
**Special Terms and Conditions**

**General Terms and Conditions**

1. Applicable Law. This Subaward shall be construed and performance hereunder shall be determined according to the laws of the State of Texas. Subrecipient shall comply with all requirements and obligations under local, state, and federal law, including compliance with export control laws and regulations, as applicable, as well as licensing requirements for the jurisdiction for which the performance of the research may be subject.
2. Allowable Costs. Allowable costs are those approved in accordance with applicable accounting standards described in 2 CFR Part 200, FAR Part 31, International Finance Reporting Standards (IFRS), Generally Accepted Accounting Principles, and the Prime Award, as appropriate. In the event that any payments are disallowed by UT or the Prime Awarding Entity as items of cost of this Subaward, Subrecipient shall repay UT, on demand, the amount of any disallowed items or, at the discretion of UT, UT may deduct such amounts from subsequent payment to be made to the Subrecipient hereunder, without prejudice, however, to Subrecipient's right thereafter to establish the allowability of any such item of cost under the Subaward.
3. Cost Share. Reserved.
4. Independent Contractor. Subrecipient shall perform its research under this Subaward as an independent contractor, and the Subrecipient shall not be considered or act as an agent or employee of UT. Subrecipient shall be responsible for all acts and omissions of its employees, subcontractors, and agents and for their compensation, coverage, claims, and taxes.
5. Press Release. Neither party shall make reference to the other in a press release or any other written statement in connection with the research performed under this Subaward, intended for use in public media, except as required by the Texas Public Information Act or other law or regulation, in which case UT shall be notified.
6. Publication. Subrecipient shall have the right to acknowledge UT's support of the research under this Subaward in scientific or academic publications and other scientific or academic communication, without UT's prior approval. In any such statements made by either party, the parties shall describe the scope and nature of their participation accurately and appropriately.
7. Intellectual Property. Generally, patent, copyrights and data rights shall be in accordance with applicable United States Code. Title to all inventions or discoveries made solely by Subrecipient shall reside in Subrecipient. Title to all inventions and discoveries made jointly by Subrecipient and UT shall reside in Subrecipient and UT. Title to all inventions or discoveries made solely by UT shall reside in UT. Subrecipient shall grant to UT an irrevocable, royalty-free, non-transferable, non-exclusive right and license to make and use any invention or discovery (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward for UT's non-commercial, internal research and academic purposes and for the purpose of meeting UT's obligations to the Prime Awarding Entity.
8. Background IP. UT and Subrecipient understand and agree that the performance of the research herein may require use of information and/or materials that may be protected by patents or other proprietary rights owned by or licensed to either Party or a Third Party ("Background IP"). Nothing in this Subaward will be deemed or construed to convey or transfer to either Party any rights or license with respect to the Background IP of the other Party or a Third Party except insofar as contemplated by this Agreement. Unless disclosed below or otherwise disclosed in writing to UT's Authorized Official, Subrecipient represents to UT that it will not use or provide any Background IP for use in the research nor will any intellectual property be used which is owned by or licensed by a Third Party. The parties shall disclose below applicable identifying information for any Background or Third Party IP to allow for assertion and grant of rights provided under the Subaward.

<b>Disclosing Party</b>	<b>Background IP Disclosure</b>
UT	n/a
Subrecipient	

9. Limitation of Liability/Indemnity. To the extent allowed by law, each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, students, agents, subcontractors, or directors.
10. Insurance. Subrecipient represents that it carries sufficient insurance coverage to comply with the requirements of federal, state and local laws, as well as its obligations under this Subaward.
11. Noncompliance. If Subrecipient fails to comply with, including but not limited to, any term of this Subaward, its obligations therein, or applicable regulation, rule, or law, UT may seek any lawful remedy, provided first that UT has notified the Subrecipient of such in writing and provided fifteen (15) days for Subrecipient to cure the noncompliance.
12. Termination for Convenience. Either party may terminate this Subaward without cause by providing thirty (30) days prior written notice to the other party. In the event of a termination of the Prime Award, UT may terminate this Subaward immediately. Upon receipt of a termination notice, Subrecipient will make no further commitments under this Subaward, and will take all reasonable actions to cancel outstanding obligations relating to this Subaward.
13. Termination for Cause. UT may terminate this Subaward, in whole or in part, if Subrecipient materially fails to comply with its terms and conditions and has not cured such failures as outlined in the Noncompliance section. In such instances, UT shall provide written notice to Subrecipient.
14. Effects of Termination. Subrecipient shall repay UT, on demand, the amount of any such disallowed items or, at the discretion of UT, UT may deduct such amounts from subsequent payments to be made to the Subrecipient hereunder, without prejudice, however, subject to Subrecipient's right thereafter to establish the allowability of any such item of cost under the Subaward. Costs of Subrecipient resulting from obligations incurred during a suspension or after termination of this award are not allowable unless UT expressly authorizes them. Subject to other terms of this Subaward, Subrecipient costs incurred during suspension or termination are allowable if necessary, not reasonably avoidable, and result from obligations properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancelable. Termination of this Subaward shall not affect the rights and obligations of the parties accrued prior to termination hereof. Upon termination, all closeout documentation, including required technical reports or deliverables, are due as instructed in the notice of termination by UT. Upon termination of this Subaward, if requested by UT, all copies of data and information developed under this Subaward shall be furnished at no charge to UT.
15. Audit. Subrecipient agrees to comply with applicable accounting standards described in 2 CFR Part 200, FAR Part 31, International Finance Reporting Standards (IFRS), Generally Accepted Accounting Principles, and the Prime Award, as appropriate. Subrecipient agrees to submit a completed UT Subrecipient Audit Certification (SAC) form or make available applicable audit information for each fiscal year that the Subaward remains active. Subrecipient also agrees to make available a copy of its annual audit and any independent auditors' report that presents instances of noncompliance with applicable laws and regulations that bear directly on the performance or administration of this Subaward. In cases of noncompliance, Subrecipient will make available copies of reports, responses of auditors' reports, and a plan for corrective action to UT's Authorized Official listed in Attachment 3A, Contacts.
16. Disputes. The parties shall agree to make good-faith efforts to settle any dispute or claim that arises under this Subaward through discussion and negotiation for a period of thirty (30) days. If the parties fail to achieve resolution, the parties shall consider the use of alternate dispute resolution (ADR). Neither the execution of this Subaward by UT, nor the conduct, action, or inaction by any person in the execution, administration, or performance of this Subaward constitutes or is intended to constitute a waiver of UT's immunity from suit or that of the State of Texas. Pending the resolution of any dispute, Subrecipient shall carry on with the project activities and proceed as directed, in writing, by UT. However, Subrecipient is under no obligation to continue the research, limited to the affected project activities or the portion of research that is the subject of dispute, if the research would further exacerbate the dispute.
17. Assignment. Neither party may assign this Subaward or any interest therein without the written consent of the other party.
18. Severability. If any provision of this Subaward is held to be invalid, illegal, or unenforceable, the remainder of this Subaward shall be construed to the intent of the parties.

19. Entire Agreement. This Subaward constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein.
20. Changes/Prior Approval. This Subaward supersedes any prior agreement, offer, or proposal between the parties. There shall be no changes to this Subaward without the execution of an amendment signed by Authorized Officials of both parties. Subrecipient shall obtain prior approval from UT in the instances where items are marked below or if required by the terms of the Prime Award. Prior approval requests should be made to UT's Administrative Contact, as shown in Attachment 3A. Prior approvals include, but may not be limited to, the following:
- Absence, change, or substantial reduction of commitment of Subrecipient's PI.
  - Change in scope.
  - Rebudgeting amongst budget categories > 10% of the cumulative funded budget.
  - No-cost extensions.
  - Addition of lower-tier Subaward(s) (except as otherwise provided for in this Subaward).
  - Equipment purchases greater than \$5,000 (except as otherwise provided for in this Subaward).
  - Publicity (except as otherwise provided for in this Subaward).
  - Travel:  Foreign only  Any (except as otherwise provided for in this Subaward).
21. FFATA. If applicable, this Subaward is subject to the Federal Funding Accountability and Transparency Act (FFATA) and executive compensation reporting requirement of 2 CFR Part 170.

### Special Terms and Conditions

1. Automatic Carry Forward:  Yes  No  
If No, carry forward requires prior approval. Requests should be made to UT's Administrative Contact, as shown in Attachment 3A.
2. Research Involving Human Subjects or Vertebrate Animals Reserved.
3. Recombinant DNA Molecules / Human Gene Transfer Research Reserved.
4. Select Agents / Select Agent Toxins Reserved.

•

**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:

---

**PTE Information**

Entity Name:

Legal Address:

Website:

---

**PTE Contacts**

Central Email:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email:

Telephone Number:

Email invoices?    Yes    No    Invoice email (if different):

Authorized Official Name:

Email:

Telephone Number:

---

**PI Address:**

**Administrative Address:**

**Invoice Address:**

**Attachment 3B**

Subaward Number:

**Research Subaward Agreement  
Subrecipient Contacts**

**Subrecipient Information for [FFATA](#)  
reporting Entity's UEI/DUNS Name:**

EIN No.:

Institution Type:

Currently registered in SAM.gov:      Yes      No

UEI / DUNS:

Exempt from reporting executive compensation:      Yes      No *(if no, complete 3Bpg2)*

Parent UEI / DUNS:

*This section for U.S. Entities:*      Zip Code [Look-up](#)  
Congressional District:      Zip Code+4:

**Place of Performance Address**

*Enter Zip Code + 4  
if a U.S. Entity  
[Look-up](#)*

**Subrecipient Contacts**

Central Email:

Website:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Email:

Telephone Number:

Invoice Email:

Authorized Official Name:

Email:

Telephone Number:

**Legal Address:**

**Administrative Address:**

**Payment Address:**

**Attachment 3B-2**  
**Highest Compensated Officers**

Subaward Number:

---

**Subrecipient:**

Institution Name:

PI Name:

---

**Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

---

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

---

**Attachment 4**  
**Subaward**  
**Prime Award Terms & Conditions**

For the purposes of accurately reflecting the relationship between UT and Subrecipient, it is understood that the following substitution of nomenclature shall apply to the following Prime Award terms incorporated into this Subaward. *Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Prime Awarding Entity.*

*It is intended that the applicable clauses shall apply to Subrecipient in such a manner as is necessary to reflect the position of Subrecipient to UT; to ensure Subrecipient meets its obligations to UT, its Prime Awarding Entity, and the United States Government (as applicable); and, to enable UT to meet its obligations under its Prime Award.*

“This Agreement” shall mean “Subaward”;

“Hidalgo County Health and Human Services” shall mean “Subrecipient”;

“The Cancer Prevention and Research Institute of Texas” shall mean “the Prime Awarding Entity, *through* UT.”



---

CANCER PREVENTION & RESEARCH  
INSTITUTE OF TEXAS

STATE OF TEXAS  
COUNTY OF TRAVIS

This **CANCER PREVENTION GRANT CONTRACT** ("**Contract**") is by and between the Cancer Prevention and Research Institute of Texas ("**CPRIT**"), hereinafter referred to as the "**INSTITUTE**", acting through its Executive Director, and **The University of Texas at Austin**, hereinafter referred to as the "**RECIPIENT**", acting through its authorized signing official.

**RECITALS**

WHEREAS, pursuant to TEX. HEALTH & SAFETY CODE, Ch. 102, the INSTITUTE may make grants to public and private persons in this state for research into the causes and cures for all types of cancer in humans; facilities for use in research into the causes and cures for cancer; research to develop therapies, protocols, medical pharmaceuticals, or procedures for the cure or substantial mitigation of all types of cancer; and cancer prevention and control programs.

WHEREAS, Article III, Section 67 of the Texas Constitution expressly authorizes the State of Texas to sell general obligation bonds on behalf of the INSTITUTE and for the INSTITUTE to use the proceeds from the sale of the bonds for the purposes of cancer research and prevention programs in this state.

WHEREAS, the INSTITUTE issued a request for applications for RFA P-23-CCC-2: Colorectal Cancer Screening Coordinating Center on or about December 2022.

WHEREAS, pursuant to TEX. HEALTH & SAFETY CODE § 102.251, and after a review by INSTITUTE's scientific research and prevention program committees, the INSTITUTE's Executive Director has approved a Grant (defined below) to be awarded to RECIPIENT.

WHEREAS, to ensure that the Grant provided to the RECIPIENT pursuant to this Contract is utilized in a manner consistent with Tex. Const. Article III, Section 67 and other laws, and in exchange for receiving such Grant, the RECIPIENT agrees to comply with certain conditions and deliver certain performance.

WHEREAS, the RECIPIENT and the INSTITUTE desire to set forth herein the provisions relating to the awarding of such monies and the disbursement thereof to the RECIPIENT.

**IN CONSIDERATION** of the Grant and the premises, covenants, agreements, and provisions contained in this Contract, the parties agree to the following terms and conditions:

## **Article I DEFINITIONS**

The following terms shall have the following meaning throughout this Contract and any Attachments and amendments. Other terms may be defined elsewhere in this Contract.

- (1) **Collaborator** - any entity other than RECIPIENT having one or more personnel participating in the Project and (a) designated as a collaborator in the application submitted by the RECIPIENT requesting the Grant funds awarded by the INSTITUTE, or (b) otherwise approved in writing as a collaborator by the INSTITUTE.
  
- (2) **Contractor** - any person or entity, other than a Collaborator or RECIPIENT (or their respective personnel), who is contracted by RECIPIENT to work on the Project.
  
- (3) **Equipment** - an article of tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
  
- (4) **Grant** - the funding assistance authorized by TEX. HEALTH & SAFETY CODE, Ch. 102 and awarded by the INSTITUTE to the RECIPIENT to carry out the Project pursuant to the terms and conditions of this Contract.
  
- (5) **Indirect Costs** - the expenses of doing business that are not readily identified with a particular grant, contract, project, function or activity, but are necessary for the general operation of the organization or the performance of the organization's activities.
  
- (6) **Institute-Funded Activity** - all aspects of work conducted on or as part of the Project.
  
- (7) **Non-Profit Organization** - a university or other institution of higher education or an organization of the type described in 501(c)(3) of the Internal Revenue Code of 1986, as amended (26 U.S.C. 501 (c)(3)) and exempt from taxation under 501 (a) of the Internal Revenue Code (26 U.S.C. 501 (a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
  
- (8) **Principal Investigator/Program Director** - the individual designated by the RECIPIENT to direct the Project who is responsible and accountable to the RECIPIENT and INSTITUTE for the proper conduct of the Project. References herein to "Principal Investigator/Program Director" include Co-Principal Investigators or Co-Program Directors as well.
  
- (9) **Project** - the activities specified or generally described in the Scope of Work or otherwise in this Contract (including without limitation any of the Attachments to the Contract) that are approved by the INSTITUTE for funding, regardless of whether INSTITUTE funding constitutes all or only a portion of the financial support necessary to carry them out.
  
- (10) **Recipient Personnel** - RECIPIENT's Principal Investigator/Program Director and RECIPIENT's employees and students working on the Project.

**Article II**  
**GRANT AWARD**

**Section 2.01 Award of Monies.** In accordance with the provisions of this Contract and any applicable agency administrative rules, the INSTITUTE shall disburse the proceeds of the Grant to the RECIPIENT in an amount not to exceed **\$ 3,000,000** to be used solely for the Project. This Grant is not intended to be a loan of money.

**Section 2.02 Scope of Work.** The RECIPIENT shall perform the Project as outlined in Application **PP230060** submitted by the RECIPIENT and approved by the INSTITUTE. The Project shall be undertaken in Texas with Texas-based employees. INSTITUTE and RECIPIENT hereby adopt the terms of Attachment A in their entirety, incorporate them as if fully set forth herein, and agree that the Project description, Project goals and Project timeline included as Attachment A accurately reflect the scope of work of the Project to be undertaken by the RECIPIENT (the **"Scope of Work"**). RECIPIENT shall use best efforts to complete the goals of the Project pursuant to the timeline reflected in Attachment A and shall timely notify the INSTITUTE if circumstances occur affecting completion thereof. Subsequent modifications, if any, to the Scope of Work must be agreed to in writing by both parties as set forth in Section 2.06 "Amendments and Modifications" herein.

**Section 2.03 Contract Term.** The Contract shall be effective as of **August 31, 2023** (the **"Effective Date"**) and terminate on **August 30, 2028** or in accordance with the Contract termination provisions set forth in Article VIII herein, whichever shall occur first (the **"Termination Date"**). Unless otherwise approved by the INSTITUTE as evidenced by written communication from the INSTITUTE to the RECIPIENT and appended to the Contract, Grant funds distributed pursuant to the Contract shall be expended no earlier than the Effective Date or subsequent to the Termination Date. If, as of the Termination Date, the RECIPIENT has not used Grant money awarded by the INSTITUTE for permissible services, expenses or costs and has not received approval from the INSTITUTE for a no cost extension to the contract term pursuant to Section 3.13 "Carry Forward of Unspent Funds and No Cost Extension" herein, then the RECIPIENT shall not be entitled to receive or retain such unused Grant funds from the INSTITUTE. Certain obligations as set forth in this Contract shall extend beyond the Termination Date.

**Section 2.04 Contract Documentation.** The Contract between the INSTITUTE and the RECIPIENT shall consist of this final, executed Contract, including the following Attachments to the Contract, all of which are hereby incorporated by reference:

- (a) Attachment A Project Description, Goals and Timeline  
–
- (b) Attachment B Approved Budget, including changes approved by the INSTITUTE  
– subsequent to execution of the Contract.
- (c) Attachment C Assurances and Certifications  
–
- (d) Attachment D Intellectual Property and Revenue Sharing  
–
- (e) Attachment E Reporting Requirements  
–
- (f) Attachment F Approved Amendments to Contract, excluding budget amendments that  
– are reflected in Attachment B.

**Section 2.05 Entire Agreement.** All agreements, covenants, representations, certifications and understandings between the parties hereto concerning this Contract have been merged into this written Contract. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

**Section 2.06 Amendments and Modifications.** Requested amendments and modifications to the Contract must be submitted in writing to the INSTITUTE for review and approval. Alterations, additions, deletions, assignments and extensions to the terms of this Contract shall be made solely in writing and shall be executed by both parties. The approved amendment shall be reflected as part of Attachment F, or as part of Attachment B if it is a budget amendment. No handwritten changes to this Contract shall be effective unless initialed and dated by authorized signatories of both parties.

**Section 2.07 Relationship of the Parties** RECIPIENT shall be responsible for the conduct of the Project that is the subject of this Contract and shall direct the activities and at all times be responsible for the performance of Recipient Personnel, Collaborators, Contractors and other agents. The INSTITUTE does not assume responsibility for the conduct of the Project or any Institute-Funded Activity that is the subject of this Contract. The INSTITUTE and the RECIPIENT shall perform their respective obligations under this Contract as independent contractors and not as agents, employees, partners, joint venturers, or representatives of the other party. Neither party is permitted to make representations or commitments that bind the other party.

**Section 2.08 Subcontracting.** The RECIPIENT may enter into subcontracts with Contractors if such arrangements are part of the approved Scope of Work and budget for the Project. Any and all subcontracts entered into by the RECIPIENT in relation to the Project shall be in writing and shall be subject to the requirements of this Contract. Without in any way limiting the foregoing, the RECIPIENT shall enter into and maintain a written agreement with each such permitted Contractor with terms and conditions sufficient to ensure RECIPIENT and such Contractor fully comply with the terms of this Contract, including without limitation the terms set forth in Attachments C, D, and E. The RECIPIENT agrees that it shall be responsible to the INSTITUTE for the performance of and payment to any Contractor. Any reimbursements made by the RECIPIENT to a Contractor shall be made in accordance with TEX. GOV'T. CODE, Ch. 2251.

**Section 2.09 Transfer or Assignment by Recipient.** This Contract is not transferable or otherwise assignable by the RECIPIENT, whether by operation of law or otherwise, without the prior written consent of the INSTITUTE. Any such attempted transfer or assignment without the prior written consent of the INSTITUTE shall be null, void and of no effect. If the Principal Investigator/Program Director leaves the employment of RECIPIENT for any reason during the course of the Grant, prior written approval by the INSTITUTE is required for the replacement of the Principal Investigator/Program Director. Under no circumstance shall the Grant be transferred or assigned to an organization outside of the State of Texas.

**Section 2.10 Representations and Certifications.** RECIPIENT represents and certifies to the best of its knowledge and belief to the INSTITUTE as follows:

- (a) It has legal authority to enter into, execute, and deliver this Contract, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents;
- (b) It will comply with all of the terms, conditions, provisions, covenants, requirements, and certifications in this Contract, applicable statutory provisions, agency administrative rules, and all other documents incorporated herein by reference;

- (c) It has made no material false statement or misstatement of fact in connection with this Contract and its receipt of the Grant, and all of the information it previously submitted to the INSTITUTE or that it will submit to the INSTITUTE in the future relating to the Grant or the disbursement of any of the Grant is and will be true and correct at the time such statement is made;
- (d) It is not in violation of any provisions of its charter or of the laws of the State of Texas, or of the laws of the jurisdiction in which it was formed, and (i) there are no actions, suits, or proceedings pending, or threatened, before any judicial body or governmental authority against or affecting its ability to enter into this contract, or any document referred to herein, or to perform any of the acts required of it in such documents and (ii) it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Contract, or any document referred to herein, or to perform any of the acts required of it in such documents;
- (e) Neither the execution and delivery of this Contract or any document referred to herein, nor compliance with any of the terms, conditions, requirements, or provisions contained in this Contract or any documents referred to herein, is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound; and
- (f) It shall furnish such satisfactory evidence regarding the representations and certifications described herein as may be required and requested by the INSTITUTE from time to time.

**Section 2.11 Reliance upon Representations.** By awarding the Grant and executing this Contract, the INSTITUTE is relying, and will continue to rely throughout the term of this Contract, upon the truthfulness, accuracy, and completeness of RECIPIENT's written assurances, certifications and representations. Moreover, the INSTITUTE would not have entered into this Contract with the RECIPIENT but for such written assurances, certifications and representations. RECIPIENT acknowledges that the INSTITUTE is relying upon such assurances, certifications and representations and acknowledges their materiality and significance.

**Section 2.12 Contingent upon Availability of Grant Funds.** This Contract is contingent upon funding being available for the term of the Contract and the RECIPIENT shall have no right of action against the INSTITUTE in the event that the INSTITUTE is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, or failure of funding to the INSTITUTE or lack of sufficient funding of the INSTITUTE for this Contract. If funds become unavailable to the INSTITUTE during the term of the Contract, Section 8.01(c) shall apply. For the sake of clarity, if this Contract is not funded, then both parties are relieved of all of their obligations under this Contract.

**Section 2.13 Confidentiality of Documents and Information.** In connection with work contemplated for the Project or pursuant to complying with various provisions of this Contract, RECIPIENT may disclose its confidential business, financial, technical, and scientific information to the INSTITUTE ("Confidential Information"). To assist the INSTITUTE in identifying such information, RECIPIENT shall mark or designate the information as "confidential," provided however that the failure to so designate does not operate as a waiver to protections provided by applicable law. The INSTITUTE shall use no less than reasonable care to protect the confidentiality of the Confidential Information to the full extent permissible under the Texas Public Information Act, Texas Government Code, Chapter 552, and to prevent the disclosure of the Confidential Information to third parties for a period of three (3) years from the termination of the Contract, provided that the obligation shall not apply to information that:

- (a) was in the public domain at the time of disclosure or later became part of the public domain through no act or omission of the INSTITUTE in breach of this Contract;
- (b) was lawfully disclosed to the INSTITUTE by a third party having the right to disclose it without an obligation of confidentiality;
- (c) was already lawfully known to the INSTITUTE without an obligation of confidentiality at the time of disclosure;
- (d) was independently developed by the INSTITUTE without using or referring to the information; or
- (e) is required by law or regulation to be disclosed.

The INSTITUTE shall hold the Confidential Information in confidence, shall not use such Confidential Information except as provided by the terms of this Contract, and shall not disclose such Confidential Information to third parties without the prior written approval of RECIPIENT or as otherwise allowed by the terms of the Contract. The INSTITUTE has the right to use and disclose the Confidential Information reasonably in connection with the exercise of its rights under the Contract.

In the event that the INSTITUTE is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process by a court of competent jurisdiction or by any administrative, legislative, regulatory or self-regulatory authority or entity) to disclose any Confidential Information, the INSTITUTE shall provide RECIPIENT with prompt written notice of any such request or requirement so that the RECIPIENT may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, the INSTITUTE is nonetheless legally compelled to make any such disclosure of Confidential Information to any person, the INSTITUTE may, without liability hereunder, disclose only that portion of the Confidential Information that is legally required to be disclosed, provided that the INSTITUTE will use reasonable efforts to assist the RECIPIENT, at the RECIPIENT's expense, in obtaining an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. To the extent that such Confidential Information does not become part of the public domain by virtue of such disclosure, it shall remain Confidential Information hereunder.

**Article III**  
**DISBURSEMENT OF GRANT AWARD PROCEEDS**

**Section 3.01 Payment of Grant Award Proceeds.** Unless expressly agreed by the INSTITUTE and included herein as an amendment to the Contract, all disbursement of Grant award proceeds for services performed and allowable expenses and costs incurred pursuant to the Scope of Work will be on a reimbursement basis only. The INSTITUTE shall not be liable to the RECIPIENT for any costs or expenses not specified in this Contract or not approved by the INSTITUTE pursuant to a budget modification in accordance with the terms of this Contract.

**Section 3.02 Requests for Reimbursement.** RECIPIENT's requests for reimbursement shall be made on INSTITUTE Form 269a (Financial Status Report). All costs and allowable expenses requested for reimbursement must be documented. Requests for reimbursement of allowable expenses shall be submitted quarterly within 90 days following the end of the quarter covered by the bill. A final close-out request for reimbursement shall be submitted by RECIPIENT not later than 90 days after the Termination Date. An extension of time for submission deadlines specified herein must be expressly agreed to in writing by the INSTITUTE.

**Section 3.03 Reimbursement for Actual Costs.** Because the approved budget for the Project as set forth in Attachment B (the "Approved Budget") is only an estimate, the parties agree that the RECIPIENT's billings under this Contract will reflect the actual costs and expenses incurred in performing the Project, regardless of the Approved Budget, up to the total contracted amount specified in Section 2.01 "Award of Monies."

**Section 3.04 Allowable Expenses.** The RECIPIENT shall use Grant proceeds only for allowable expenses consistent with state law and agency administrative rules and shall be spent on cancer research or prevention programs in Texas. Allowable expenses for the Project shall be only as outlined in the Approved Budget and any modifications to same.

**Section 3.05 Travel Expenses.** Reimbursement for travel expenditures shall be in accordance with the Approved Budget. Prior written approval from the INSTITUTE must be obtained before travel that exceeds the amount included in the Approved Budget commences. Failure to obtain such prior written approval shall make such excess travel costs not subject to reimbursement by the INSTITUTE under this Contract.

**Section 3.06 Budget Modifications.** The total Approved Budget and the assignment of costs may be adjusted based on implementation of the Scope of Work, spending patterns, and unexpended funds, but only by an amendment to the Approved Budget. In no event shall an amendment to the Approved Budget result in payments in excess of the aggregate amount specified in Section 2.01 "Award of Monies" or in approved supplemental funding for the Project, if any. RECIPIENT may make transfers between or among lines within budget categories without prior written approval provided that:

- (a) The total dollar amount of all changes of any single line item within budget categories (individually and in the aggregate) is less than 10% of the total Approved Budget;
- (b) The transfer will not increase or decrease the total Approved Budget;
- (c) The transfer will not materially change the nature, performance level, or Scope of Work of the Project; and
- (d) RECIPIENT submits a revised copy of the Approved Budget including a narrative justification of the changes prior to incurring costs in the new category.

All other budget changes or transfers require the INSTITUTE's express prior written approval. Transfer of funds between categories in the Project's Approved Budget may be allowed if requests are in writing, fit within the Scope of Work and the total Approved Budget, are beneficial to the achievement of the objectives of the Project, and appear to be an efficient, effective use of the INSTITUTE's funds.

**Section 3.07 Timing of Payments or Notice of Denial.** Payments made to RECIPIENT for approved requests shall be mailed by the INSTITUTE or otherwise deposited in RECIPIENT's account no later than 30 days after receipt of the RECIPIENT's request for reimbursement. In the event that the INSTITUTE withholds or denies a requested reimbursement, the INSTITUTE shall submit a notice to RECIPIENT pursuant to Section 9.21 "Notices" no later than 30 days after receipt of the RECIPIENT's request for reimbursement.

**Section 3.08 Withholding Payment.** The INSTITUTE may withhold Grant award proceeds from RECIPIENT if required Financial Status Reports (Form 269a) are not on file for previous quarters or for the final period, if material program requirements are not met and remain uncured after a reasonable time period to cure, if RECIPIENT is in breach of any material term of this Contract, or in accordance with provisions of this Contract as well as applicable state or federal laws, regulations or administrative rules, and the breach remains uncured after a reasonable time period to cure. The INSTITUTE shall have the right to withhold all or part of any future payments to the RECIPIENT to offset any reimbursements made to the RECIPIENT for ineligible expenditures that have not been refunded to the INSTITUTE by the RECIPIENT.

**Section 3.09 Grant Funds as Supplement to Budget.** The RECIPIENT shall use the Grant proceeds awarded pursuant to this Contract to supplement its overall budget. These funds will in no event supplant existing funds currently available to the RECIPIENT that have been previously budgeted and set aside for the Project. The RECIPIENT will not bill the INSTITUTE for any costs under this Contract that also have been billed or should have been billed to any other funding source.

**Section 3.10 Buy Texas.** RECIPIENT shall apply good faith efforts to purchase goods and services from suppliers in Texas to the extent reasonably possible, to achieve a goal of more than 50 percent of such purchases from suppliers in Texas.

**Section 3.11 Historically Underutilized Businesses.** RECIPIENT shall use reasonable efforts to purchase materials, supplies or services from a Historically Underutilized Business (HUB). The Texas Procurement and Support Services website will assist in finding HUB vendors (<http://www.window.state.tx.us/procurement>.) RECIPIENT shall complete a HUB report with each annual report submitted to the INSTITUTE in accordance with Attachment E.

**Section 3.12 Limitation on Use of Grant Award Proceeds to Pay Indirect Costs.** RECIPIENT shall not spend more than five percent of the Grant award proceeds for Indirect Costs.

**Section 3.13 Carry Forward of Unspent Funds and No Cost Extension.** RECIPIENT may request to carry forward unspent funds into the budget for the next year. Carryover of unspent funds must be specifically approved in writing by the INSTITUTE.

The INSTITUTE may approve a no cost extension for the Contract for a period not to exceed six (6) months after the Termination Date so long as the Contract is in good fiscal and programmatic standing and additional time beyond the Termination date is required to ensure adequate completion of the approved project. All terms and conditions of the Contract continue during the extension period.

## **Article IV AUDITS AND INSPECTIONS**

**Section 4.01 Record Keeping.** The RECIPIENT, each Collaborator and each Contractor shall maintain or cause to be maintained books, records, documents and other evidence (electronic or otherwise) pertaining in any way to its performance under and compliance with the terms and conditions of this Contract (“**Records**”). The RECIPIENT, each Collaborator and each Contractor shall use, or shall cause the entity which is maintaining such Records to use, generally accepted accounting principles in the maintenance of such Records, and shall retain or cause to be retained all of such Records for a period of four (4) years from the Termination Date of the Contract.

**Section 4.02 Audits.** Upon request and with reasonable notice, RECIPIENT, each Collaborator and each Contractor shall allow, or shall cause the entity which is maintaining such items to allow, the INSTITUTE, or auditors working on behalf of the INSTITUTE, including the State Auditor and/or the Comptroller of Public Accounts for the State of Texas, to review, inspect, audit, copy or abstract all of its Records during regular working hours. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract constitutes acceptance of the authority of the INSTITUTE, or auditors working on behalf of the INSTITUTE, including the State Auditor and/or the Comptroller of Public Accounts, to conduct an audit or investigation in connection with those funds for a period of four (4) years from the Termination Date of the Contract.

Notwithstanding the foregoing, any RECIPIENT expending \$750,000 or more in federal or state awards during its fiscal year shall obtain either an annual single audit or a program specific audit. A RECIPIENT expending funds from only one federal program (as listed in the Catalog of Federal Domestic Assistance (CFDA)) or one state program may elect to obtain a program specific audit in accordance with Office of Management and Budget (OMB) Circular A-133 or with the State of Texas Uniform Grant Management Standards (UGMS). A single audit is required if funds from more than one federal or state program are spent by the RECIPIENT. The audited time period is the RECIPIENT’s fiscal year, not the INSTITUTE funding period.

**Section 4.03 Inspections.** In addition to the audit rights specified in Section 4.02 “Audits”, the INSTITUTE shall have the right to conduct periodic onsite inspections within normal working hours and on a day and a time mutually agreed to by the parties, to evaluate the Institute-Funded Activity. The RECIPIENT shall fully participate and cooperate in any such evaluation efforts.

**Section 4.04 On-going Obligation to Submit Requested Information.** The RECIPIENT shall, submit other information related to the Grant to the INSTITUTE as may be reasonably requested from time-to-time by the INSTITUTE, by the Legislature or by any other funding or regulatory bodies covering the RECIPIENT’s activities under this Contract.

**Section 4.05 Duty to Resolve Deficiencies.** If an audit and/or inspection under this Article IV finds there are deficiencies that should be remedied, then the RECIPIENT shall resolve and/or cure any fiscal, programmatic or performance measure deficiencies within a reasonable time frame specified by the INSTITUTE. Failure to do so shall constitute an Event of Default pursuant to Section 8.03 “Event of Default.” Upon RECIPIENT’S request, the parties agree to negotiate in good faith, specific extensions so that RECIPIENT can cure such deficiencies.

**Section 4.06 Repayment of Grant Proceeds for Improper Use.** In no event shall RECIPIENT retain Grant funds that have not been used by RECIPIENT for purposes for which the Grant was intended. RECIPIENT shall repay any portion of Grant proceeds used by the RECIPIENT for purposes for which the Grant was not intended, as determined by the final results of an audit conducted pursuant to the provisions of this Contract. Unless otherwise expressly provided for in writing and appended to this Contract, the repayment shall be made to the INSTITUTE no later than forty-five (45) days upon a

request by the INSTITUTE and the amount shall include applicable interest calculated at an amount not to exceed five percent (5%) annually. RECIPIENT may request that the INSTITUTE waive the interest, subject in all cases to INSTITUTE'S sole discretion.

**Article V**  
**ASSURANCES AND CERTIFICATIONS**

**Adoption of Attachment C.** INSTITUTE and RECIPIENT hereby adopt the terms of Attachment C in their entirety, incorporate them as if fully set forth herein, and agree to perform and be bound by all such terms.

**Article VI**  
**INTELLECTUAL PROPERTY AND REVENUE SHARING**

**Adoption of Attachment D.** INSTITUTE and RECIPIENT hereby adopt the terms of Attachment D in their entirety, incorporate them as if fully set forth herein, and agree to perform and be bound by all such terms.

**Article VII**  
**REPORTING**

**Adoption of Attachment E.** INSTITUTE and RECIPIENT hereby adopt the terms of Attachment E in their entirety, incorporate them as if fully set forth herein, and agree to perform and be bound by all such terms.

**Article VIII**  
**EARLY TERMINATION AND EVENT OF DEFAULT**

**Section 8.01 Early Termination of Contract.** This Contract may be terminated prior to the Termination Date specified in Section 2.03 "Contract Term" by

- (a) Mutual consent of all parties to this Contract; or
- (b) The INSTITUTE for an Event of Default (defined in Section 8.03) by the RECIPIENT; or
- (c) The INSTITUTE if funds allocated should become reduced, depleted, or unavailable during the Contract period and the INSTITUTE is unable to obtain additional funds for such purposes; or
- (d) The RECIPIENT for convenience.

**Section 8.02 Repayment of Grant Proceeds upon Early Termination.** The INSTITUTE may require RECIPIENT to repay any unused portion of the disbursed Grant proceeds in the event of early termination by the RECIPIENT under 8.01 (b) and 8.01 (d) above. To the extent that the INSTITUTE exercises this option, the INSTITUTE shall provide written notice to the RECIPIENT stating the amount to be repaid,

applicable interest calculated not to exceed five percent (5%) annually, and the schedule for such repayment. RECIPIENT may request that the INSTITUTE waive the interest, subject in all cases to

Navkiran Shokar  
PP-230060

INSTITUTE'S sole discretion. In no event shall RECIPIENT retain Grant funds that have not been used by RECIPIENT for purposes for which the Grant was intended.

**Section 8.03 Event of Default.** The following events shall, unless expressly waived in writing by the INSTITUTE or fully cured by RECIPIENT pursuant to the provisions herein, constitute an event of default (each, an "**Event of Default**"):

- (a) RECIPIENT's failure to conduct the Project in accordance with the approved Scope of Work;
- (b) RECIPIENT's failure to conduct the Project within the State of Texas unless as otherwise specified in the application, Scope of Work or Approved Budget;
- (c) RECIPIENT's failure to fully comply, in any material respect, with any provision, term, condition, covenant, representation, certification, or warranty contained in this Contract or any other document incorporated herein by reference;
- (d) RECIPIENT's failure to comply with any applicable federal or state law, administrative rule, regulation or policy with regard to the conduct of the Project;
- (e) RECIPIENT's material misrepresentation or false covenant, representation, certification, or warranty made by RECIPIENT herein, in the Grant application, or in any other document furnished by RECIPIENT pursuant to this Contract that was misleading at the time that it was made; or
- (f) RECIPIENT ceases its business operations, has a receiver appointed for all or substantially all of its assets, makes a general assignment for the benefit of creditors, becomes insolvent or becomes the subject, as a debtor, of a proceeding under the federal bankruptcy code.

**Section 8.04 Notice Required.** If the RECIPIENT intends to terminate pursuant to Section 8.01(d) "Early Termination of Contract", it shall provide written notice to the INSTITUTE pursuant to the notice provisions of Section 9.21 "Notices" no later than thirty (30) days prior to the intended date of termination.

If the INSTITUTE intends to terminate for an Event of Default under Section 8.01(b) by the RECIPIENT, as described in Section 8.03 "Event of Default", the INSTITUTE shall provide written notice to RECIPIENT pursuant to Section 9.21 "Notices" and shall include a reasonable description of the Event of Default. Upon receiving notice from the INSTITUTE, RECIPIENT shall have thirty (30) days beginning on the day following the receipt of notice to cure the Event of Default. Upon request, the INSTITUTE may provide an extension of time to cure the Event of Default(s) beyond the thirty (30) day period specified herein so long as the RECIPIENT is using reasonable efforts to cure and is making reasonable progress in curing such Event(s) of Default. The extension shall be in writing and appended to the Contract. If RECIPIENT is unable or fails to timely cure an Event of Default, unless expressly waived in writing by the INSTITUTE, this Contract shall immediately terminate as of the close of business on the final day of the allotted cure period without any further notice or action by the INSTITUTE required. **In addition, and notwithstanding the foregoing, the INSTITUTE and RECIPIENT agree that certain events that cannot be cured shall, unless expressly waived in writing by the INSTITUTE, constitute a final Event of Default under this Contract and this Contract shall terminate immediately upon the INSTITUTE giving the RECIPIENT written "Notice of Event of Default and FINAL TERMINATION."**

In the event that the INSTITUTE terminates the Contract because allocated funds become reduced, depleted, or unavailable during the Contract period, the INSTITUTE shall immediately provide written

notification to the RECIPIENT of such fact pursuant to Section 9.21 "Notices." The Contract is terminated upon RECIPIENT's receipt of that notification, subject to Section 8.02 "Repayment of Grant Proceeds upon Early Termination."

**Section 8.05 Duty to Report Event of Default.** RECIPIENT shall notify the INSTITUTE in writing pursuant to Section 9.21 "Notices", as soon as possible and in no event more than (30) days after it obtains knowledge of the occurrence of any Event of Default or any condition, occurrence or event which, after notice or lapse of time or both, would constitute an Event of Default. RECIPIENT shall include a statement setting forth reasonable details of each Event of Default or condition, occurrence or event which, after the notice or lapse of time or both, would constitute an Event of Default, and the action which RECIPIENT proposes to take with respect thereto.

**Section 8.06 Obligations/Liabilities Affected by Early Termination.** The RECIPIENT shall not incur new obligations after the receipt of notice as provided by Section 8.04 "Notice Required", unless expressly permitted by the INSTITUTE in writing, and shall cancel as many outstanding obligations as possible. The RECIPIENT shall be afforded full credit by the INSTITUTE for non-cancellable obligations that were properly incurred prior to the receipt of notice. The INSTITUTE shall not owe any fee, penalty or other amount for exercising its right to terminate the Contract in accordance with Section 8.01. In no event shall the INSTITUTE be liable for any services performed, or costs or expenses incurred, after the Termination Date of the Contract or after the date upon which allocated funds become reduced, depleted or unavailable. Early termination by either party shall not nullify obligations already incurred, including RECIPIENT's revenue sharing obligations, or the performance or failure to perform obligations prior to the Termination Date.

**Section 8.07 Interim Remedies.** Upon receipt by RECIPIENT of a notice of Event of Default, and at any time thereafter until such Event of Default is cured to the satisfaction of the INSTITUTE or this Contract is terminated, the INSTITUTE may enforce any or all of the following remedies (such rights and remedies being in addition to and not in lieu of any rights or remedies set forth herein):

- (a) The INSTITUTE may refrain from disbursing any amount of the Grant funds not previously disbursed; provided, however, the INSTITUTE may make such a disbursement after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder;
- (b) The INSTITUTE may enforce any additional remedies it has in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the INSTITUTE would otherwise possess.

## **Article IX MISCELLANEOUS**

**Section 9.01 Uniform Grant Management Standards.** Unless otherwise provided herein, the RECIPIENT agrees that the Uniform Grant Management Standards (UGMS), developed by the Governor's Budget and Planning Office as directed under the Uniform Grant Management Act of 1981, TEX. GOVT. CODE, Ch. 783, apply as additional terms and conditions of this Contract and that the standards are adopted by reference in their entirety. If there is a conflict between the provisions of this Contract and UGMS, the provisions of this Contract will prevail unless expressly stated otherwise.

**Section 9.02 Management and Disposition of Equipment.** During the term of this Contract, RECIPIENT may use Grant funds to purchase Equipment to be used for the authorized purpose of the Project, subject to the conditions set forth below. Unless otherwise provided herein, title to Equipment shall vest in the RECIPIENT upon termination of the Contract.

- (a) The INSTITUTE must authorize the acquisition in advance and in writing but an acquisition is deemed authorized if itemized in the Approved Budget for the Project;
- (b) Equipment purchased with Grant funds must stay within the State of Texas;
- (c) Equipment purchased with Grant funds must be devoted to the uses and purposes for which it was intended;
- (d) In the event the RECIPIENT is indemnified, reimbursed or otherwise compensated for any loss of, destruction of, or damage to the Equipment purchased using Grant funds, it shall use the proceeds to repair or replace said Equipment;
- (e) Equipment may be exchanged (trade-in) or sold with the prior written approval of the INSTITUTE and proceeds shall be applied to the acquisition cost of replacement Equipment;
- (f) The RECIPIENT may use its own property management standards and procedures provided that it observes the terms of UGMS, A-102;
- (g) The title or ownership of the Equipment shall not be encumbered or transferred without the prior written approval of the INSTITUTE;
- (h) If the original or replacement Equipment is no longer needed for the originally authorized purpose or for other activities supported by the INSTITUTE, the RECIPIENT shall request disposition instructions from the INSTITUTE and, upon receipt, shall fully comply therewith; and
- (i) If this Contract is terminated early pursuant to Section 8.03(b), (d), (e), or (f) above, INSTITUTE shall determine the final disposition of Equipment purchased with Grant award money.

**Section 9.03 Supplies and Other Expendable Property.** RECIPIENT shall classify as materials, supplies and other expendable property the allowable unit acquisition cost of such property under \$5,000 necessary to carry out the Project. Title to supplies and other expendable property shall vest in the RECIPIENT upon acquisition.

**Section 9.04 Acknowledgement of Grant Funding and Publicity.** The parties agree to the following terms and conditions regarding acknowledging Grant funding and publicity:

- (a) The parties agree to fully cooperate and coordinate with each other in connection with all press releases and publications regarding the award of the Grant, the execution of the Contract and the Institute-Funded Activities.
- (b) RECIPIENT shall notify the INSTITUTE's Information Specialist or similar personnel at least three business days prior to any press releases, advertising, publicity, use of CPRIT logo, or other promotional activities that arise during the course of or as a

consequence of the Project or any Institute-Funded Activity. In the event that the INSTITUTE wishes to participate in a joint press release, RECIPIENT shall coordinate and cooperate with the INSTITUTE's Information Specialist or similar personnel to develop a mutually agreeable joint press release.

- (c) Consistent with the goal of encouraging development of scientific breakthroughs and dissemination of knowledge, publication or presentation of scholarly materials is expected and encouraged. RECIPIENT may publish in scholarly journals or other peer-reviewed journals (including graduate theses and dissertations) and may make presentations at scientific meetings without prior notice to or consent of the INSTITUTE, except as may otherwise be set forth in this Contract. RECIPIENT shall promptly notify INSTITUTE when any scholarly presentations or publications have been accepted for public disclosure and shall provide INSTITUTE with final copies of all such accepted presentations and publications. RECIPIENT shall acknowledge receipt of INSTITUTE funding in all publications, presentations, press releases and other materials regarding the work associated with the Institute-Funded Activities. RECIPIENT shall promptly submit an electronic version of all published manuscripts to PubMed Central in accordance with Section 9.05 "Public Access to Research Results."
- (d) The INSTITUTE shall review all print and visual materials prepared for educational or promotional purposes for others (e.g., patients), and excluding presentations and publications discussed above in subsection (c), that are funded in whole or in part by the INSTITUTE prior to printing. RECIPIENT shall provide a copy of such materials to the INSTITUTE at least ten (10) days prior to printing. RECIPIENT shall also acknowledge receipt of INSTITUTE funding on all such materials including, but not limited to, brochures, pamphlets, booklets, training fliers, project websites, videos and DVDs, manuals and reports, as well as on the labels and cases for audiovisual or videotape /DVD presentations.
- (e) When Grant funds are used to disseminate works prepared by another person or entity for promotional and/or educational health purposes, the RECIPIENT shall include as part of such dissemination (e.g., such as by a label affixed thereto) an acknowledgement of RECIPIENT's receipt of INSTITUTE funding in relation thereto. RECIPIENT shall obtain any and all necessary copyright permissions from the copyright owner.

**Section 9.05 Public Access to Results of Institute-Funded Activities.** RECIPIENT shall submit an electronic version of its final peer-reviewed journal manuscripts that arise from Grant funds to the digital archive National Library of Medicine's PubMed Central upon acceptance for publication. These papers must be accessible to the public on PubMed no later than 12 months after publication. This policy is subject to the terms of Attachment D and does not supplant applicable copyright law. For clarity, this policy is not intended to require the RECIPIENT to make a disclosure at a time or in any manner that would cause RECIPIENT to abandon, waive or disclaim any intellectual property rights that it is obligated to protect pursuant to the terms of Attachment D.

**Section 9.06 Work to be Conducted in State.** RECIPIENT agrees that it will use reasonable efforts to direct that any new or expanded preclinical testing, clinical trials, commercialization or manufacturing that is part of or relating to any Institute-Funded Activities take place in the State of Texas, including the establishment of facilities to meet this purpose. If RECIPIENT decides not to conduct such work in the State of Texas, RECIPIENT shall provide a written explanation to the INSTITUTE detailing the RECIPIENT's reasons for conducting the work outside of the State of Texas and the RECIPIENT's efforts made to conduct the work in the State of Texas.

**Section 9.07 Duty to Notify.** During the term of this Contract and thereafter, RECIPIENT is under a continuing obligation to notify the INSTITUTE's executive director at the same time it is required to notify any Federal or State entity of any unexpected adverse event or condition that materially impacts the performance or general public perception of the conduct or results of the Project and Institute-Funded Activities, including any impact to the Scope of Work included in the Contract and events or results that have a serious adverse impact on human health, safety or welfare. By way of example only, if clinical testing of the results of Institute-Funded Activities reveal an unexpected risk of developing serious health conditions or death, then RECIPIENT shall, at the same time it notifies any Federal or State entity, promptly so notify the INSTITUTE's executive director even if such results are not available until after the term of this Contract. Notice required under this section shall be made as promptly as reasonably possible and shall follow the procedures set forth in Section 9.21 "Notices."

**Section 9.08 Severability.** If any provision of this Contract is construed to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provisions hereof. The invalid, illegal or unenforceable provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated herein. All other provisions shall continue as provided in this Contract.

**Section 9.09 Survival of Terms.** Termination or expiration of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract that: (1) the Parties have expressly agreed shall survive any such termination or expiration; or (2) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration. Such surviving terms include, but are not limited to, Sections 2.13, 3.02, 4.01, 4.02, 4.05, 4.06, 8.02, 8.06, 9.02, 9.04, 9.05, 9.06, 9.07, 9.14, 9.15, 9.16, 9.17, 9.18, and Attachment D.

**Section 9.10 Binding Effect and Assignment or Modification.** This Contract and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns, including all other state agencies and any other agencies, departments, divisions, governmental entities, public corporations or other entities which shall be successors to either of the parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of either of the parties hereto.

**Section 9.11 No Waiver of Contract Terms.** Neither the failure by the RECIPIENT or the INSTITUTE, in any one or more instances, to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the RECIPIENT or the INSTITUTE to exercise any right, privilege or remedy conferred hereunder or afforded by law, shall be construed as waiving any breach of such term or provision or the right to exercise such right, privilege or remedy thereafter. In addition, no delay on the part of either the RECIPIENT or the INSTITUTE, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

**Section 9.12 No Waiver of Sovereign Immunity.** No provision of this Contract is in any way intended to constitute a waiver by the INSTITUTE, RECIPIENT (if applicable), or the State of Texas of any immunities from suit or from liability that the INSTITUTE, RECIPIENT, or the State of Texas may have by operation of law.

**Section 9.13 Force Majeure.** Neither the INSTITUTE nor the RECIPIENT will be liable for any failure or delay in performing its obligations under the Contract if such failure or delay is due to any cause beyond the reasonable control of such party, including, but not limited to, unusually severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order or acts of God. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each party must inform the other in accordance with

Section 9.21 "Notices" within five (5) business days, or as soon as it is practical, of the existence of a force majeure event or otherwise waive this right as a defense.

**Section 9.14 Disclaimer of Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Section 9.15 Indemnification and Hold Harmless.** Except as provided herein, RECIPIENT \agrees to fully indemnify and hold the INSTITUTE and the State of Texas harmless from and against any and all claims, demands, costs, expenses, liabilities, causes of action and damages of every kind and character (including reasonable attorneys fees) which may be asserted by any third party in any way related or incident to, arising out of, or in connection with (1) RECIPIENT's negligent, intentional or wrongful performance or failure to perform under this Contract, (2) RECIPIENT's receipt or use of Grant funds, or (3) any negligent, intentional or wrongful act or omission committed by RECIPIENT as part of an Institute-Funded Activity or during the Project. In addition, RECIPIENT agrees to fully indemnify and hold the INSTITUTE and the State of Texas harmless from and against any and all costs and expenses of every kind and character (including reasonable attorneys fees, costs of court and expert fees) that are incurred by the INSTITUTE or the State of Texas arising out of or related to a third party claim of the type specified in the preceding sentence. Notwithstanding the preceding, such indemnification shall not apply in the event of the sole or gross negligence of the INSTITUTE. If RECIPIENT is a State of Texas agency or institution of higher education, then this Section 9.15 is subject to the extent authorized by the Texas Constitution and the laws of the State of Texas.

RECIPIENT acknowledges and agrees that this indemnification shall apply to, but is not limited to, employment matters, taxes, personal injury, and negligence.

It is understood and agreed that it is not the intent of the parties to expand or increase the liability of the State of Texas under this Article. This provision is intended to prevent RECIPIENT, the INSTITUTE and the State of Texas from attempting or appearing to assume liability it does not have the statutory or legal power to assume.

**Section 9.16 Alternative Dispute Resolution.** If applicable, the dispute resolution process provided for in TEX. GOVT. CODE, Ch. 2260 shall be used, as further described herein, to resolve any claim for breach of contract made against the INSTITUTE or the RECIPIENT (excluding any uncured Event of Default). The submission, processing and resolution of a party's claim are governed by the published rules adopted by the Attorney General pursuant to TEX. GOVT. CODE, Ch. 2260, as currently effective, hereafter enacted or subsequently amended.

**Section 9.17 Applicable Law and Venue.** This Contract shall be construed and all disputes shall be considered in accordance with the laws of the State of Texas, without regard to its principles governing the conflict of laws. Provided that RECIPIENT first complies with procedures set forth in Section 9.16 "Alternative Dispute Resolution," exclusive venue and jurisdiction for the resolution of claims arising from or related to this Contract shall be in the federal and state courts in Travis County, Texas.

**Section 9.18 Attorneys' Fees.** In the event of any litigation, appeal or other legal action to enforce any provision of the Contract, RECIPIENT shall pay all expenses of such action, including attorneys' fees and costs, if the INSTITUTE is the prevailing party. If RECIPIENT is a State of Texas agency or institution of higher education, then this Section 9.18 is subject to the extent authorized by the Texas Constitution and the laws of the State of Texas.

**Section 9.19 Counterparts.** This Contract may be executed in any number of counterparts, each of

which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

**Section 9.20 Construction of Terms** The headings used in this Contract are inserted only as a matter of convenience and for reference and shall not affect the construction or interpretation of this Contract. Where context so indicates, a word in the singular form shall include the plural, a word in the masculine form the feminine, and vice-versa. The word "including" and similar constructions (such as "includes", "included", "for example", "such as", and "e.g.") shall mean "including, without limitation" throughout this Contract. The words "and" and "or" are not intended to convey exclusivity or nonexclusivity except where expressly indicated or where the context so indicates in order to give effect to the intent of the parties.

**Section 9.21 Notices.** All notices, requests, demands and other communications will be in writing and will be deemed given on the date received as demonstrated by (i) a courier's receipt or registered or certified mail return receipt signed by the party to whom such notice was sent, provided that such notice was sent to the Authorized Signing Official (ASO) at the address provided in the CPRIT Grants Management System, or (ii) a fax confirmation page showing that such fax was successfully transmitted to the fax number provided in the CPRIT Grants Management System. Notices shall be sent to the parties at the addresses or fax numbers specified or as may be updated from time to time by the applicable party in a writing delivered to the other party pursuant to the terms of this Section.



# PP230060, Contract Attachment A

## Abstract and Significance

Colorectal cancer (CRC) remains the second leading cause of cancer related deaths in Texas. Despite the available evidence for the benefits of screening with stool-based or structural examinations, Texas ranks 48th among states for CRC screening completion. Available data suggests that population-based programs can be particularly effective and that critical components for increasing screening rates include high level champions, stakeholder involvement, a convening entity, data driven approaches, defined goals, understanding assets and resources, creating synergies across systems, and collaborations across public health, community organizations and health care organizations. We propose a center that is informed by the data, addresses all the expectations described in the RFA, and leverages the experiences and expertise of collaborators in relevant disciplines cross the cancer continuum, collegial statewide networks and shared understanding of current needs across the state.

The overall purpose of the Coordinating Center for Colorectal Cancer Screening across Texas (CONNECT) is to galvanize and support CRC prevention efforts in Texas. The Center will be led by Drs. Shokar and Pignone who between them have four decades of experience as primary care physicians, public health scientists and as national and internationally recognized experts and leaders in CRC screening. Between them they have led or co-led 17 successful CPRIT funded cancer prevention programs and have supported adoption and implementation of evidence-based CRC screening strategies across Texas, nationally and internationally. The Center will serve as a convening entity and central hub of resources, tools and content expertise accessible by stakeholders across the state. The center will consist of: 1) A steering committee that is advisory to the leadership and comprised of physicians in disciplines across the cancer continuum, advocacy groups, CRC screening experts, scientists, leaders of public health and clinic systems and patients representing all geographic regions and populations; 2): Five Cores i. Administrative; ii. Community-based Implementation, Engagement, Education and Health Communication; iii. Clinical Implementation; iv. Modeling, Mapping, Cost effectiveness and Data; v. Advocacy; and 3). A statewide stakeholder network that will include, public, private, governmental, and non-profit organizations, public health organizations, safety net systems, academic health centers, social services organizations, Community Health Worker organizations, payors, governmental entities, advocacy groups, and individuals among others. The work of the center will culminate in creating the infrastructure, capacity and resources to propel Texas' CRC screening efforts forwards.

The goals of the Center are to: 1) Create a comprehensive stakeholder network representing all regions and communities in Texas to inform development, implementation & dissemination of a Texas CRC screening strategic plan; 2) Develop infrastructure and resources to support expansion of evidence-based CRC screening statewide; 3) Utilize rigorous evaluation methods and innovative approaches of modeling, geospatial mapping and cost effectiveness analyses to assess impact and support planning, implementation, and policy development; 4) Accelerate the creation, implementation, and dissemination of CRC screening best practices for priority populations.

Innovative aspects of the proposal include: 1) use of modeling and mapping expertise; 2) cost effectiveness comparisons across strategies to facilitate flexible and tailored approaches including community-based delivery and mailed FIT approaches; 3) creation of a user friendly web tool to allow policy makers to assess

the impact of changing model parameters on screening uptake; 4) health informatics expertise to support integration of EMR tools into clinical workflows for identification, implementation and evaluation; 5) The unique training of the PD and co-PD as scientists, primary care physicians and public health experts who can seamlessly integrate these approaches; 6) expertise in scalable programs involving both community based implementation and health systems-based approaches (mailed FIT programs, payor based, UT Benefits); and 7) health communication expertise to support statewide awareness building across all stakeholder groups.

Timelines: [project\\_timeline.pdf](#)

**Goal 1:** Create a comprehensive stakeholder network representing all regions and communities in Texas to inform development, implementation & dissemination of a Texas CRC screening strategic plan.

**ADDED**

**Objective 1:** Objective: Recruit and engage with CRC screening stakeholder organizations (CONNECT Network) experienced in outreach, media and communication, education and training, clinical care, social drivers of health, policy and advocacy to create a learning community. ----- Baseline (or plans to establish baseline): 0. A network of this magnitude does not currently exist in Texas. ----- Measure: Type, number and geographic distribution of members of the CONNECT network; attendance at CONNECT network meetings, webinars, seminars, and annual symposium.

**Objective 2:** Objective: Utilize the CONNECT Network for informing and disseminating education, training and awareness of the statewide CRC strategic plan through web, earned media, social media, virtual seminars, grand rounds and trainings. ----- Baseline (or plans to establish baseline): 0. A statewide, linguistically and culturally sensitive education and awareness campaign does not exist. ----- Measure: Survey to assess awareness and screening intention across the state.

**Objective 3:** Objective: Utilize the stakeholder network to disseminate policy recommendations and inform advocacy efforts based on the work of the modelling core. ----- Baseline (or plans to establish baseline): 0. No baseline measure exists. ----- Measure: Development of policies and advocacy efforts.

**Goal 2:** Develop infrastructure and resources to support expansion of evidence-based CRC screening statewide.

**ADDED**

**Objective 1:** Objective: Develop the clinical networks for screening, testing and treatment to support regional efforts including contracts with pathology labs, colonoscopy providers, endoscopy suites, and county health districts, oncology groups and CRC surgeons. ----- Baseline (or plans to establish baseline): 0. Statewide collaborations of this nature do not exist. ----- Measure: Executed contracts, negotiated rates and network description.

**Objective 2:** Objective: Update and disseminate a guide containing a menu of evidence-based options, resource requirements and protocols for provision of CRC screening services including mailed FIT approaches, community-based delivery of outreach, education, health promotion, and navigation services. ----- Baseline (or plans to establish baseline): A compilation of available resources of this type is not readily available yet. ----- Measure: Guide materials developed.

**Objective 3:** Objective: Create a database of CRC screening programs & resources across the state, searchable by county of residence to connect individuals to CRC screening, diagnostic testing and treatment resources. ----- Baseline (or plans to establish baseline): 0. A searchable database is not currently available. ----- Measure: Accessible and searchable database.

**Goal 3:** Utilize rigorous evaluation methods and innovative approaches of modelling, geospatial mapping and cost effectiveness analyses to assess impact and support planning, implementation, and policy development.

**Objective 1:** Objective: Perform updated geospatial analysis to map FQHC systems, endoscopy facilities, and distribution of unscreened age-eligible individuals to prioritize implementation activities. ----- Baseline (or plans to establish baseline): Start with existing analysis from CPRIT Dissemination Grant (PP210045, Pignone). ----- Measure: Geospatial Maps and implementation priorities.

**Objective 2:** Objective: Create a dashboard with adjustable model inputs and different screening strategies to guide implementation and translate modelling outcomes for implementers, policy makers and advocacy groups. ----- Baseline (or plans to establish baseline): 0. This type of dashboard is not currently available. ----- Measure: Dashboard available on website.

**Objective 3:** Objective: Evaluate the impact of the center on CRC screening completion. ----- Baseline (or plans to establish baseline): CRC screening rate in Texas FQHCs is 41.9% in 2022. ----- Measure: Change in Texas CRC screening rates UDS, BRFSS and clinics.

**Goal 4:** Accelerate the creation, implementation and dissemination of CRC screening best practices for priority populations.

**Objective 1:** Objective: Provide consultations informed by the modelling data, the cost analyses, and regional need to FQHCs, rural hospital health clinics, safety net clinics, local health departments, community organizations, current CPRIT grantees to foster the new development or expansion of implementation of evidence-based CRC screening practices. ----- Baseline (or plans to establish baseline): 0. No baseline data for this type of evaluation. ----- Measure: Number of entities implementing at least one evidence-based practice and number of new CRC prevention grants.

**Objective 2:** Objective: Create a pilot funding program to foster pragmatic CRC implementation and dissemination research, evaluation of existing data, or pilot testing of screening delivery protocols in preparation for prevention grant applications. ----- Baseline (or plans to establish baseline): This

opportunity does not currently exist on a small scale available, which includes consultation and support. ----- Measure: Number of pilot grants completed.

**Objective 3:**  
**ADDED**

Objective: Create a standardized data reporting for CRC outcomes across programs. ----- Baseline (or plans to establish baseline): 0. No standardization currently exists. ----- Measure: Number of grantees using standardized outcome reporting.



**ATTACHMENT B - Detailed Budget Form**

Budget	Budget Year 1	Budget Year 2	Budget Year 3	Budget Year 4	Budget Year 5	Total Budget
a. Personnel	\$337,648.00	\$388,422.00	\$391,600.00	\$380,342.00	\$388,933.00	\$1,886,945.00
b. Fringe Benefits	\$74,312.00	\$87,191.00	\$89,874.00	\$88,379.00	\$92,299.00	\$432,055.00
c. Travel	\$11,422.00	\$11,799.00	\$10,254.00	\$12,611.00	\$10,992.00	\$57,078.00
d. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
e. Supplies	\$20,000.00	\$20,000.00	\$5,520.00	\$5,520.00	\$5,520.00	\$56,560.00
f. Contractual	\$48,247.00	\$98,591.00	\$98,944.00	\$99,308.00	\$39,606.00	\$384,696.00
g. Other	\$9,684.00	\$3,434.00	\$4,434.00	\$10,684.00	\$4,434.00	\$32,670.00
<b>h. Total Direct Charges</b>	<b>\$501,313.00</b>	<b>\$609,437.00</b>	<b>\$600,626.00</b>	<b>\$596,844.00</b>	<b>\$541,784.00</b>	<b>\$2,850,004.00</b>
i. Indirect Charges (doesn't apply to prevention grants awarded prior to 01 Sep 2016)	\$26,384.00	\$32,075.00	\$31,611.00	\$31,412.00	\$28,514.00	\$149,996.00
<b>j. Total Charges</b>	<b>\$527,697.00</b>	<b>\$641,512.00</b>	<b>\$632,237.00</b>	<b>\$628,256.00</b>	<b>\$570,298.00</b>	<b>\$3,000,000.00</b>

\* Note:

For purposes of contract initiation only:

<b>Federal ID#:</b>	746000203
<b>Vendor ID#:</b>	37217217217012
<b>ASO Contact:</b>	Featherston, Mark
<b>Address:</b>	3925 West Braker Lane
<b>Address 2:</b>	
<b>City, State, ZIP</b>	Austin, TX 78759
<b>Phone:</b>	5124716424
<b>Fax:</b>	
<b>Email:</b>	osp@austin.utexas.edu



## ATTACHMENT C

### ASSURANCES AND CERTIFICATIONS

This Attachment C is hereby incorporated into and made a part of that certain **CANCER PREVENTION GRANT CONTRACT** ("**Contract**") by and between the Cancer Prevention and Research Institute of Texas ("**CPRIT**" or the "**INSTITUTE**") and the RECIPIENT. A capitalized term used in this Attachment shall have the meaning given to term in the Contract or in the Attachments to the Contract, unless otherwise defined herein. In the event of a conflict between the provisions of this Attachment and the provisions of the Contract, this Attachment shall control.

**By signing this Contract, RECIPIENT certifies compliance with the following assurances and certifications required by the INSTITUTE (listed below). RECIPIENT further acknowledges that its obligations pursuant to the following assurances and certifications are ongoing.**

**Section C1.01 Payment of Taxes.** RECIPIENT's payment of franchise taxes is current or, if the RECIPIENT is exempt from payment of franchise taxes, that it is not subject to the State of Texas franchise tax. If franchise tax payments become delinquent during the Contract term, payments under this Contract will be withheld until the RECIPIENT's delinquent franchise tax is paid in full. The RECIPIENT also acknowledges that it is not otherwise exempt from state sales or occupancy tax as a result of this Contract.

**Section C1.02 Compliance with Confidentiality Guidelines Relating to Personal and Medical Information.** RECIPIENT complies with all applicable laws, rules and regulations relating to personal and medical information. Without in any way limiting the foregoing, RECIPIENT maintains and enforces appropriate facility and information technology access rules and procedures to protect against inappropriate disclosure of patient records and all other documents deemed confidential by law, which are maintained in connection with the Project and Institute-Funded Activities, including provisions that comply with the requirements of the INSTITUTE's rules, 25 T.A.C. Section 703.14. Upon request from the INSTITUTE, RECIPIENT will timely furnish a copy of the RECIPIENT's facility and information technology access rules and procedures, as well as any other applicable confidentiality guidelines.

If RECIPIENT, including any Collaborators or Contractors, works directly with patients or otherwise has access to or maintains patient personal and medical information, RECIPIENT specifically addresses Health Insurance Portability and Accountability Act of 1996 regulations concerning confidentiality of personal and medical information. Any disclosure of confidential information in any way related to the Project (including information that may be required by reports and inspections) must be in accordance with all applicable laws.

**Section C1.03 Conduct of Research or Service Provided.** RECIPIENT understands that the Project must be conducted with full consideration for the ethical and medical implications of the research performed or services delivered and comply with all federal and state laws regarding the conduct of the research or service.

**Section C1.04 Regulatory Certificates, Licenses and Permits.** All personnel, facilities and equipment involved or to be involved in the Project are certified, licensed, permitted, registered or approved by the appropriate regulating agency, where applicable. Any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such certification, license, permit, registration or approval shall

constitute grounds for Contract termination. To the extent such provisions are applicable, RECIPIENT will comply with the following:

- (a) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories.
- (b) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code ch. 96 regarding safety standards for handling blood borne pathogens

**Section C1.05 Assurances and Certifications in Accordance with the NIH Grants Policy Statement:**

- (a) Civil Rights. Compliance with Title VI of the Civil Rights Act of 1964.
- (b) Handicapped Individuals. Compliance with Section 504 of the Rehabilitation Act of 1973 as amended.
- (c) Sex Discrimination. Compliance with Section 901 of Title IX of the Education Amendments of 1972 as amended.
- (d) Age Discrimination. Compliance with the Age Discrimination Act of 1975, as amended.
- (e) Patents, Licenses and Inventions. Compliance with the Standard Patent Rights clauses as specified in 37 CFR, Part 401 or 35 U.S.C. 203, if appropriate and applicable, in a manner that adequately protects the INSTITUTE'S rights in the Project Results.
- (f) Human Subjects. Compliance with the requirements of federal policy concerning the safeguarding of the rights and welfare of human subjects who are involved in activities supported by federal funds. Before any funding may be released for any Project involving human subjects, RECIPIENT must receive approval from RECIPIENT'S Institutional Review Board (IRB). Upon request, a copy of RECIPIENT'S IRB approval must be provided to the INSTITUTE.
- (g) Human Biological/Anatomical Material. Compliance with the recommendations of the NIH Office of Human Subject Research Medical Administrative Series (MAS) #MO1-2 entitled "Procurement and Use of Human Biological Materials for Research," and any other federal or state requirements.
- (h) Use of Animals. Compliance with applicable portions of the Animal Welfare Act (PL 89-544 as amended) and appropriate Public Health Service Policy on Humane Care and Use of Laboratory Animals regulations. Before any funding may be released for any Project involving animal subjects, RECIPIENT must receive approval from RECIPIENT'S Institutional Animal Care and Use Committee (IACUC). Upon request, a copy of RECIPIENT'S IACUC approval must be provided to the INSTITUTE.
- (i) Debarment and Suspension. RECIPIENT certifies that neither it nor the Principal Investigator/Project Director or any other Recipient Personnel or personnel of any Collaborator or Contractor assigned to work on the Project are debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from participation in the Project by any federal or state department or agency.

(j) Non-Delinquency on Federal or State Debt. RECIPIENT certifies that neither it, nor any person to be paid from funds under this Contract, is delinquent in repaying any Federal debt as defined by OMB Circular A-129 or any debt to the State of Texas.

(k) Eligibility to Receive Payments on State Contracts. RECIPIENT certifies that it and the Principal Investigator/Project Director are not ineligible to receive the Grant award under this Contract pursuant to Tex. Fam. Code Ann. Section 231.006 and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

(l) Drug-Free Workplace. Compliance with the Drug-Free Workplace Act of 1988 (45 CFR 82).

(m) Misconduct in Science. Compliance with 42 CFR Part 50, Subpart A, and Final Rule as published at 54 CFR 32446, August 8, 1989.

(n) Objectivity of Research/Conflict of Interest. Compliance with the NIH requirement to maintain a written standard of conduct and comply with 42 CFR Part 50, Subpart F, Responsibility of Applicants for Promoting Objectivity in Research. RECIPIENT must notify the INSTITUTE of any conflicting financial interests and assure that the interest has been managed, reduced or eliminated.

(o) Trafficking in Persons. Compliance with the NIH regulations on trafficking in persons as published at <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-08-055.html>.

(p) Criminal Misconduct. RECIPIENT shall promptly report issues to the INSTITUTE involving potential civil or criminal fraud related in any way to the Project, the Institute-Funded Activity or this Contract, such as false claims or misappropriation of federal or state funds.

**Section C1.06 Tobacco Free Workplace Policy.** Pursuant to T.A.C. 25 § 703.20, RECIPIENT certifies that its board of directors, governing body, or similar has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards:

(a) Prohibits the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

(b) Designates the property to which the policy applies (“designated area”). The designated area(s) must at least comprise all buildings and structures where the CPRIT project is taking place, as well as the sidewalks, parking lots, walkways, and attached parking structures immediately adjacent but only to the extent the CPRIT Grant Recipient owns, leases as the sole tenant, or controls the building, sidewalks, parking lots and/or parking structures. In the event that the CPRIT Grant Recipient does not own, lease as the sole tenant, or control the building, sidewalks, parking lots and/or parking structures, then the designated area(s) must include all areas under the CPRIT Grant Recipient’s control;

(c) Applies to all employees and visitors in the designated area(s); and

(d) Provides for or refers employees to tobacco use cessation services.

If RECIPIENT cannot meet the minimum standards as set forth in this section, RECIPIENT certifies that it has received an approved waiver from CPRIT's executive director for the current fiscal year.



## ATTACHMENT D

### INTELLECTUAL PROPERTY AND REVENUE SHARING

Pursuant to Section 102.255(c), all grant awards authorized under Chapter 102 of the Texas Health and Safety Code, including grant awards for cancer prevention projects, must be by written contract that includes terms relating to intellectual property rights. While INSTITUTE and Recipient acknowledge that cancer prevention projects such as the Project referenced in the Contract may not result in the creation of any intellectual property, in order to comply with the requirements of Chapter 102 and in recognition that some Institute-Funded IPR may result from the Project, this Attachment D is hereby incorporated into and made a part of that certain **CANCER PREVENTION GRANT CONTRACT** (the "**Contract**") by and between the Cancer Prevention and Research Institute of Texas ("**CPRIT**" or the "**INSTITUTE**") and the RECIPIENT. A capitalized term used in this Attachment shall have the meaning given the term in the Contract or in the Attachments to the Contract, unless otherwise defined herein. In the event of a conflict between the provisions of this Attachment and the provisions of the Contract, this Attachment shall control.

#### PART 1

#### **OWNERSHIP AND INTELLECTUAL PROPERTY PROTECTION**

**Section D1.01 Ownership of Project Results.** The RECIPIENT and its Collaborators shall retain the entire right, title, and interest throughout the world to the Project Results, subject to the terms of the Contract.

**Section D1.02 Transfer or Assignment of Rights to a Third Party.** The RECIPIENT shall notify the INSTITUTE of any proposed transfer or assignment of any Institute-Funded IPR to a third party. Unless the transfer is taking place as a result of an exercise of the United States government's rights under 35 U.S.C. § 203, the INSTITUTE may, at its option and subject to Section D7.03, provide the RECIPIENT with comments related to the proposed transfer or assignment of rights. The RECIPIENT shall consider such comments in good faith and shall use reasonable efforts to account for and incorporate such comments into the actual transfer or assignment of such rights. The RECIPIENT shall ensure that, in any assignment or transfer of Institute-Funded IPR, the transferee or assignee agrees in writing to (i) recognize that the Institute-Funded IPR is transferred or assigned subject to the licenses, interests and other rights in such Institute-Funded IPR provided to the INSTITUTE in the Contract and any applicable law or regulation, and (ii) take all actions necessary to protect all such licenses, interests and other rights. The transfer or assignment shall include and be subject to claw-back provisions in the event of non-performance, bankruptcy or violations of export controls by the transferee or assignee.

**Section D1.03 Protection of Institute-Funded IPR.** The RECIPIENT shall use commercially reasonable efforts to appropriately protect the Institute-Funded IPR, including without limitation, diligently seeking patent, trademark and copyright protection covering the Institute-Funded Technology, as appropriate. If the RECIPIENT elects to abandon, waive or disclaim Institute-Funded IPR (including any partial abandonment, waiver or disclaimer of Institute-Funded IPR in specific fields of use or territories), the RECIPIENT shall provide the INSTITUTE with prior written notice of such election, with no less than sixty (60) days remaining prior to any official deadline regarding the subject Institute-Funded IPR, so that the INSTITUTE has sufficient time to exercise its rights in Section D5.01 in relation to the subject Institute-Funded IPR.

**Section D1.04 Cost of Protection.** The INSTITUTE shall not be responsible for, and no Grant funds may be used to pay for, any costs or expenses associated with the RECIPIENT's efforts to protect and maintain Institute-Funded IPR.

**Section D1.05 Inventions.**

**(a) Disclosures.** The RECIPIENT shall notify INSTITUTE of each Institute-Funded Invention by delivering a copy of the invention disclosure form (or similar document) within five (5) business days after the RECIPIENT receives the form from its Inventor. In the event that the initial invention disclosure form is revised or updated, the RECIPIENT shall provide the INSTITUTE with the revised/updated invention disclosure form within five (5) business days after the RECIPIENT receives such revisions or updates from the Inventor.

**(b) Patent Prosecution and Maintenance.** For all Institute-Funded Inventions for which patent protection is pursued, the RECIPIENT shall regularly and promptly communicate with the INSTITUTE regarding the prosecution and maintenance of such patents, including forwarding copies of all official correspondence from the United States Patent and Trademark Office and foreign equivalents, in a manner that allows the INSTITUTE a reasonable opportunity to timely review and comment on such efforts. The INSTITUTE may, at its option, provide the RECIPIENT with comments regarding the RECIPIENT's patent prosecution or maintenance strategy in the time period allowed by Section D7.03. The RECIPIENT shall consider in good faith and use reasonable efforts to incorporate the INSTITUTE's comments, if any, into such patent prosecution or maintenance strategy.

**Section D1.06 Required Agreements with Recipient Personnel and Contractors.** The RECIPIENT shall have, maintain and enforce written policies or agreements applicable to Recipient Personnel and Contractors with terms sufficient to enable the RECIPIENT to fully comply with all terms and conditions of this Contract. The RECIPIENT shall promptly report to INSTITUTE any material breach of such policies or agreements relating to or affecting any of the material provisions of this Contract.

**Section D1.07 Agreements with Collaborators.** All inter-institutional agreements or royalty sharing agreements between the RECIPIENT and a Collaborator relating to or affecting joint ownership of any Project Result, other than those entered into prior to this Contract, shall explicitly recognize the licenses, interests and other rights provided to the INSTITUTE in the Contract. The RECIPIENT shall provide to the INSTITUTE a copy of each such agreement affecting joint ownership of any Project Result.

**PART 2**

**NON-COMMERCIAL LICENSES**

**Section D2.01 The RECIPIENT License.** In granting an Exclusive License to any Project Result, the RECIPIENT shall retain the right to Exploit all Project Results (including material embodiments thereof) for education, research and other non-commercial purposes, and the right to grant the licenses pursuant to Sections D2.02 and D2.03 below.

**Section D2.02 The INSTITUTE License.** The RECIPIENT agrees to grant, and does hereby grant, to the INSTITUTE a non-exclusive, irrevocable, royalty-free, perpetual, worldwide license under the Institute-Funded IPR to Exploit all Project Results (including material embodiments thereof) for or on behalf of the INSTITUTE and other governmental entities and agencies of the State of Texas for education, research and other non-commercial purposes only. The RECIPIENT shall make the Institute-Funded Technology available by reasonable means to the INSTITUTE in order for the INSTITUTE to exercise its rights under this Section. Upon request of the INSTITUTE, the RECIPIENT agrees to use reasonable efforts to assist the INSTITUTE in obtaining, on reasonable terms, directly or through its licensees, a Non-Exclusive License under any Necessary Additional IPR to Exploit all Project Results (including material

embodiments thereof) for or on behalf of the INSTITUTE and other governmental entities and agencies of the State of Texas for education, research, and other non-commercial purposes only, unless such a license would jeopardize the RECIPIENT's efforts to produce, deliver, protect or commercialize Project Results. The INSTITUTE may not transfer or sublicense the licenses granted under this Section, except to the State of Texas or any other Texas agency.

**Section D2.03 Non-Profit Organization License.** Upon request from any Non-Profit Organization, the RECIPIENT shall make readily available on reasonable terms, directly or through its licensees, a Non-Exclusive License under the Institute-Funded IPR to Exploit all Project Results (including material embodiments thereof) for education, research, and other non-commercial purposes. No right to sublicense is implied in the grant of such Non-Exclusive License as discussed herein. The RECIPIENT shall make the Institute-Funded Technology available by reasonable means to the requesting Non-Profit Organization in order for such Non-Profit Organization to exercise its rights under this Section.

### **PART 3**

#### **COMMERCIALIZATION OF PROJECT RESULTS**

**Section D3.01 Commercialization Strategy.** To the extent that the RECIPIENT develops plans to commercialize or bring the Project Results to practical application, it shall promptly provide such plans to the INSTITUTE. In addition, if the RECIPIENT has not previously done so, then within sixty (60) days of the RECIPIENT filing a patent application with respect to Project Results or upon the RECIPIENT entering into negotiations to license Project Results to a third party for such third party to commercialize or bring the Project Results to practical application, then the RECIPIENT shall develop and deliver to the INSTITUTE a commercial development plan for such Project Results. For purposes of clarity, a commercial development plan may be a recitation of the RECIPIENT's intent to pursue commercialization through contact with potential licensees in certain fields of technology, generally, without specifying the names of potential licensees or of specific individuals associated with those potential licensees. The RECIPIENT shall be under a continuing obligation to update and enhance and improve the RECIPIENT's development plan(s) throughout the term of this Contract and to regularly and promptly communicate with the INSTITUTE regarding its efforts to commercialize or otherwise bring to practical application all Project Results and Licensing Activities related thereto. The INSTITUTE may, at its option and at any time, provide the RECIPIENT with comments regarding RECIPIENT's commercial development strategy and plan(s), in which case the RECIPIENT shall consider in good faith and use reasonable efforts to account for and incorporate the INSTITUTE's input into such commercial development strategy and plan(s).

**Section D3.02 Commercialization Efforts.** Subject to the provisions of Part 5 of this Attachment, the RECIPIENT shall, whether through its own efforts or the efforts of a licensee under a License Agreement allowed by the terms of this Attachment, use diligent and commercially reasonable efforts to commercialize or otherwise bring to practical application the Project Results in accordance with the commercial development plan(s) described in Section D3.01.

**Section D3.03 Licensing of Project Results.** The RECIPIENT shall provide each proposed final term sheet and each proposed final License Agreement to the INSTITUTE sufficiently prior to entering into such term sheet or License Agreement so that the INSTITUTE may, at its option and subject to Section D7.03, provide comments related thereto. The RECIPIENT shall consider in good faith and use reasonable efforts to account for and incorporate the INSTITUTE's input, if any, into the final term sheet or License Agreement to be executed by the RECIPIENT. Each License Agreement entered into by the RECIPIENT shall include an acknowledgement by the licensee that (i) such License Agreement is subject to the INSTITUTE's licenses, interests and other rights under this Contract, including all rights reserved by the RECIPIENT pursuant to Section D2.01, and any applicable law or regulation, and (ii) to the extent that

there is a conflict between the terms of the License Agreement and the terms of this Contract or any applicable law or regulation, the terms of this Contract or the law or regulation shall prevail. In addition, all License Agreements shall include terms obligating the licensee to report to the RECIPIENT such information as is required for the RECIPIENT to fully comply with the terms of the Contract, including without limitation the reporting obligations set forth in Attachment E, and to allow the RECIPIENT to make the grants specified in Sections D2.02 and D2.03. The RECIPIENT shall monitor the performance of its licensees and such licensees' compliance with the terms of the License Agreements and shall take commercially reasonable actions to enforce the terms of all License Agreements. The RECIPIENT shall promptly report to INSTITUTE any material breach of a License Agreement relating to or affecting any of the material provisions of this Contract.

**Section D3.04 Exclusive Licenses.** Prior to entering into an Exclusive License with a third party regarding any Project Results, the RECIPIENT shall provide documentation of the development and commercialization capabilities of the intended exclusive licensee to the INSTITUTE. The INSTITUTE may, at its option and subject to Section D7.03, provide the RECIPIENT with comments related to the exclusive licensee. The RECIPIENT shall consider in good faith and use reasonable efforts to account for and incorporate the INSTITUTE's input, if any, into its negotiations and plans involving such exclusive licensee. In addition to the terms required for all License Agreements set forth in Section D3.03, any Exclusive License entered into by the RECIPIENT must include terms (i) defining all reasonably anticipated fields of use for the Project Results that the exclusive licensee is prepared to diligently develop and commercialize, (ii) defining all territories in which the exclusive licensee will have and perform such exclusive rights, (iii) establishing commercially reasonable development and commercialization plans with defined milestone events to be achieved by specified deadlines (if applicable), and (iv) explicit remedies, including without limitation the modification into a Non-Exclusive License or termination of the Exclusive License, for failure of the exclusive licensee to diligently and fully develop and commercialize all applicable uses for the Project Results as described in the Exclusive License or to meet agreed-upon milestones or benchmarks.

**Section D3.05 Cost of Licensing Activities.** The INSTITUTE shall not be responsible for, and no Grant funds may be used to pay for, any costs or expenses associated with the RECIPIENT's Licensing Activities.

**Section D3.06 Recipient Opt-Out.** The RECIPIENT may, after diligently attempting to comply with the terms of Section D3.02, notify the INSTITUTE in writing that it is electing to cease its efforts, either directly or through a licensee, to commercialize or otherwise bring to practical application any particular Project Results. Such written notice must identify the applicable Project Results, provide a reasonable explanation of the reasons for the RECIPIENT's election, including any feasibility studies, trial results, regulatory impediments, financial analyses or similar assessments, and must identify any deadlines in relation to the applicable Project Results that then exist. Upon receipt of such notice, the INSTITUTE shall have the option, but not the obligation, to exercise its rights in Section 5.01 in relation to the subject Project Results.

#### **PART 4** **REVENUE SHARING**

**Section D4.01 Revenue Sharing.** In consideration of the award and payment of the Grant, the RECIPIENT shall pay to the INSTITUTE ten percent (10%) of the Revenue the RECIPIENT receives.

**Section D4.02 Adjustments.** If any funding sources other than the INSTITUTE (but excluding the RECIPIENT) directly contributed funds to the research yielding any particular Project Result(s) and such funding sources are legally or contractually entitled to receive a share of the Revenue with respect to such Project Result(s) (hereinafter a "**Participating Funding Source**"), then the rate applied to the

Revenue in Section D4.01 shall be reduced in proportion to the aggregate amount of funds provided by the INSTITUTE under this Contract in comparison to the aggregate amount of funds provided by all Participating Funding Sources that contributed to the Project Result and by the INSTITUTE. In calculating such reduced rate, funds from Participating Funding Sources used for Indirect Costs or for any costs of product development, manufacturing, marketing, sales, regulatory approval or similar commercialization activities shall not be included. In addition, for clarity, the rate shall not be reduced as a result of any funds received from funding sources where such funding sources are not legally or contractually entitled to receive a share of the Revenue with respect to such Project Result(s).

**Section D4.03 Statements and Timing of Payments.** All payments owed pursuant to this Part 4 shall be made to the INSTITUTE and shall be determined on a calendar year basis and shall be paid quarterly within 30 days after the close of the calendar quarter. For each payment specified in Section D4.01, the payment shall be accompanied by a statement specifying: (i) the Grant to which the payment relates, (ii) the identities of and amounts funded by all Participating Funding Sources, (iii) the License Agreements to which the payment relates, (iv) the quantity of all Sales of each Commercial Product and Commercial Service since the last payment, if Sales are applicable to the current payment, (v) the gross consideration from all such License Agreements and Sales, if Sales are applicable to the current payment, and (vi) the amount of the payment to the Cancer Prevention and Research Institute of Texas.

**Section D4.04 Recoveries in Enforcement Actions.** In the event that the RECIPIENT receives any monetary recovery from its enforcement of Institute-Funded IPR against infringement by a third party, then it shall pay to the State of Texas a share of such monetary recovery, including any punitive damages, less the documented fees and expenses that are directly associated with such enforcement and are paid by the RECIPIENT to third parties, at the same rate and in the same manner as it shares Revenue pursuant to Section D4.01 (including any adjustments allowed by Section D4.02). For clarity, if the enforcement action is resolved by way of the execution of a License Agreement with the infringing third party, and the RECIPIENT pays the INSTITUTE for the Revenue associated with such License Agreement pursuant to Section D4.01, then this Section D4.04 does not apply to such License Agreement or the consideration specified therein.

**Section D4.05 Use of Shared Revenues.** Any funds received by the INSTITUTE pursuant to this Part 4 shall be deposited into the Cancer Prevention and Research Fund, a dedicated account in the general revenue fund of the State of Texas, or such other account as may be designated by the State of Texas in the future. In the event that such funds are received by the INSTITUTE from a Non-Profit Organization in relation to Project Results that were also funded in part by funds subject to 35 U.S.C. § 202(c)(7), then the funds received by the INSTITUTE in relation to such Project Results shall be used in a manner consistent with the requirements of 35 U.S.C. § 202(c)(7).

**Section D4.06 Revenue-Related Records.** In addition to satisfying the requirements of Article IV of the Contract and Section E1.03 of Attachment E, the RECIPIENT shall keep complete and accurate Revenue-related Records until the fourth anniversary of the date of the payment of the last payment owed hereunder, in sufficient detail to permit the INSTITUTE to confirm the accuracy of the statements delivered to the INSTITUTE under Section D4.03.

**Section D4.07 Audit of Revenue-Related Records.** Upon at least 15 days' advance written notice, the RECIPIENT shall permit the INSTITUTE or its representatives or agents, at the INSTITUTE's expense, to examine the Revenue-related Records of the RECIPIENT pursuant to Section D4.06 at least once per calendar year during regular business hours for the purpose of and to the extent necessary to verify the RECIPIENT's compliance with this Part 4. The rights of the INSTITUTE under this Section D4.07 shall terminate on the fourth anniversary of the date of the payment of the last payment owed hereunder. In the event that any such examination reveals an underpayment to the INSTITUTE of greater than five

percent (5%) of the amounts previously paid by the RECIPIENT to the INSTITUTE, then the RECIPIENT shall reimburse the INSTITUTE for the cost of such examination.

**PART 5**  
**OPT-OUT AND DEFAULT**

**Section D5.01 RECIPIENT Opt-Out.** Upon receipt of the RECIPIENT's notice of its election (i) under Section D1.03 to abandon, waive or disclaim any Institute-Funded IPR or (ii) under Section 3.06 to cease its efforts to commercialize or otherwise bring to practical application any particular Project Results, and subject to any applicable rights of the United States government, the INSTITUTE shall have the option, but not the obligation, to pursue protection of the applicable Institute-Funded IPR, including directing the filing, prosecution and maintenance of patents covering the applicable Institute-Funded Inventions and/or to commercialize or otherwise bring to practical application the applicable Project Results, at its own cost, either directly or through one or more licensees. If the INSTITUTE elects to exercise such option, it shall notify RECIPIENT in writing within thirty (30) days of its receipt of the RECIPIENT's notice and the RECIPIENT shall thereafter comply with the terms of Section D5.03.

**Section D5.02 RECIPIENT Default.** In the event that the INSTITUTE notifies the RECIPIENT in writing of the RECIPIENT's failure to materially comply with its obligations under Sections D1.03 or D3.02 with respect to any particular Project Results, and the RECIPIENT fails to cure such failure within ninety (90) days of such notice, then the INSTITUTE shall have the option, but not the obligation, to direct the filing, prosecution and maintenance of patents covering the applicable Institute-Funded Inventions and/or to commercialize or otherwise bring to practical application the applicable Project Results, at its own cost, either directly or through one or more licensees. If the INSTITUTE elects to exercise such option, it shall notify the RECIPIENT in writing of such election and the RECIPIENT shall thereafter comply with the terms of Section D5.03.

**Section D5.03 RECIPIENT Cooperation upon Opt-Out or Default.** In the event that the INSTITUTE exercises its option under Section D5.01 or D5.02, the RECIPIENT shall:

- (1) transfer all of its right, title and interest in and to the applicable Project Results to the INSTITUTE or the INSTITUTE's designee, to the maximum extent allowed by law, and subject to United States government approval, if required by applicable law, including where relevant and necessary to facilitate the foregoing transfer, requesting and diligently attempting to obtain any approvals required by law or otherwise in relation to such transfer;
- (2) to the extent that the RECIPIENT is unable to transfer all of its right, title and interest in and to the applicable Project Results to the INSTITUTE as specified in item (1), and subject to any existing third party rights, the RECIPIENT hereby grants to the INSTITUTE an exclusive, royalty-free, perpetual, fully transferable license under the applicable Institute-Funded IPR to Exploit the Project Results for the development, manufacture and sale of Commercial Products and Commercial Services and for all other purposes reasonably related thereto, provided that the INSTITUTE may exercise the foregoing license rights only after exercising its option under Section D5.01 or D5.02;
- (3) fully cooperate with the INSTITUTE's efforts, and at the INSTITUTE's cost, in protecting applicable Institute-Funded Inventions and in commercializing or otherwise bringing to practical application the applicable Project Results, including making relevant Recipient Personnel (to the extent still then-employed by the RECIPIENT), Contractors, Collaborators, records, papers, information, samples, specimens and other materials related to the applicable Institute-Funded Technology reasonably available for such purposes and executing any documents and taking any further action necessary to fully effectuate the intent of this Section; and

- (4) not take any action that would materially impede the INSTITUTE's ability to protect the applicable Institute-Funded Inventions or to commercialize or otherwise bring to practical application the applicable Project Results, provided that this limitation shall not limit or otherwise impair the RECIPIENT's right to publish Project Results.

If the INSTITUTE exercises its option under Sections D5.01 or D5.02, the RECIPIENT shall have no further claim or interest in or to the applicable Project Results (except as set forth in Part 2 of this Attachment, if applicable) and shall not be entitled to any share of Revenue or any other compensation with respect to such Project Results, except to the minimum extent required by law, if any. If federal funding is used in the development of Project Results, INSTITUTE will share a portion of its Revenue with the RECIPIENT's Inventor(s) per the RECIPIENT's established policies. To the extent that the INSTITUTE has exercised its option under Section D5.01 or D5.02 and the RECIPIENT is unable to transfer all of its right, title and interest in and to the applicable Project Results to the INSTITUTE as specified in item (1), then the INSTITUTE's license set forth in item (2) includes the right, but not the obligation, for the INSTITUTE at its cost to: (i) direct the filing, prosecution and maintenance of patents covering the applicable Project Results, and (ii) enforce all applicable Institute-Funded IPR relevant to the Project Results against any infringement by a third party. Subject to the statutory duties of the Texas Attorney General, if any, the RECIPIENT shall cooperate fully with the INSTITUTE in any action brought by the INSTITUTE to enforce the Intellectual Property Rights in the applicable Project Results, at the INSTITUTE's cost, including without limitation, joining the enforcement action in name as a party plaintiff after all required approvals are obtained; provided that the INSTITUTE or its designee shall have full control over such enforcement action and shall receive and retain all monetary recoveries resulting from such enforcement actions, including any punitive damages.

**Section D5.04 License to Additional Intellectual Property Rights.** In the event that the INSTITUTE exercises its option under Section D5.01 or D5.02, and upon request of the INSTITUTE, the RECIPIENT agrees to use reasonable efforts to assist the INSTITUTE in obtaining, on reasonable terms, directly or through its licensees, any Necessary Additional IPR to Exploit all Project Results (including material embodiments thereof) for or on behalf of the INSTITUTE or the INSTITUTE's designee to successfully commercialize the applicable Project Results.

## **PART 6**

### **INSTITUTE PRODUCT PLAN OPTION**

**Section D6.01 Institute Product Plan.** The INSTITUTE shall have the right, but not the obligation, to propose its own plan in writing to the RECIPIENT to commercialize any particular Project Result(s) (referred to herein as the "**Institute Product Plan**"). This entire PART 6 shall not apply if the RECIPIENT (a) has entered into an Exclusive License or a royalty-bearing non-exclusive license with a third party, or (b) has executed a non-disclosure agreement with a potential third party licensee and is actively negotiating a term sheet for an Exclusive License or a royalty-bearing non-exclusive license with that potential third party licensee at the time that the Institute Product Plan is proposed to the RECIPIENT. Any such Institute Product Plan must (i) define all reasonably anticipated fields of use for the applicable Project Results that the INSTITUTE proposes to commercialize, (ii) define all territories in which the INSTITUTE proposes to have and perform such exclusive rights, (iii) establish commercially reasonable plans with defined milestone events to be achieved by specified deadlines, and (iv) propose explicit remedies, including without limitation the modification or termination of any Exclusive License (if applicable) to implement the Institute Product Plan, for failure of the INSTITUTE to diligently and fully develop and commercialize all applicable uses for the subject Project Results as described in the Institute Product Plan or to meet the specified milestones or benchmarks. If the Institute Product Plan fails to satisfy the requirement of the preceding sentence, or if it materially interferes with the terms of

any Exclusive License or royalty-bearing non-exclusive license previously entered into by the RECIPIENT with a third party, or if the Principal Investigator/Program Director has specific objections to the Institute Product Plan, then the RECIPIENT shall promptly so notify the INSTITUTE and the INSTITUTE may thereafter submit a modified Institute Product Plan to the RECIPIENT that cures such failure or eliminates such material interference or overcomes such specific objections.

**Section D6.02 Adoption of Plan.** The RECIPIENT may elect to adopt and implement an Institute Product Plan by providing the INSTITUTE notice of such adoption within ninety (90) days of its receipt of such plan, in which case such plan shall be deemed an agreed upon commercialization plan under the terms of the Contract, and RECIPIENT shall use commercially reasonable efforts to commercialize or otherwise bring to practical application the applicable Project Results in accordance with such commercialization plan.

**Section D6.03 Option for INSTITUTE to Implement Institute Product Plan.** If the RECIPIENT elects not to adopt the Institute Product Plan as provided in Section D6.02, then the INSTITUTE shall have the option to proceed with the Institute Product Plan at its own expense. If the INSTITUTE elects to exercise such option, the INSTITUTE shall notify RECIPIENT in writing within thirty (30) days of the RECIPIENT's election not to adopt the Institute Product Plan. Thereafter, the RECIPIENT shall comply with the terms of Section D6.04. The RECIPIENT's failure to reply to the Institute Product Plan within ninety (90) days of its receipt of such plan shall constitute an election by the RECIPIENT not to adopt the plan.

**Section D6.04 RECIPIENT Cooperation with Institute Product Plan.** For the purpose of enabling the INSTITUTE to proceed with an Institute Product Plan, the RECIPIENT does hereby grant to the INSTITUTE an exclusive, non-terminable, license under the applicable Institute-Funded IPR, with the right to sublicense, to Exploit the Project Results for the purpose of implementing the Institute Product Plan and for all other purposes reasonably related thereto, provided that the INSTITUTE may exercise the foregoing license rights only after exercising its option under Section D6.03 above. In the event that the INSTITUTE exercises such option, then the RECIPIENT shall fully cooperate with the INSTITUTE's (or its licensees') efforts to implement the Institute Product Plan, including using reasonable efforts to make relevant Recipient Personnel (to the extent still then-employed by RECIPIENT), Contractors, Collaborators, records, papers, information, samples, specimens and other materials reasonably available for such purposes and executing any documents and taking any further action necessary to fully effectuate the intent of this Section. Furthermore, the RECIPIENT shall not take any action that would materially impede the INSTITUTE's ability to successfully implement the Institute Product Plan, provided that this limitation shall not limit or otherwise impair the RECIPIENT's publication of Project Results. If the INSTITUTE exercises its option specified in Section D6.03, and at the Institute's cost, then the INSTITUTE shall have the right, but not the obligation, to: (i) direct the filing, prosecution and maintenance of patents covering the applicable Institute-Funded Inventions relating to the fields of use and territories relevant to the Institute Product Plan, and (ii) enforce all applicable Institute-Funded IPR relevant to the Institute Product Plan against any infringement by a third party. Subject to the statutory duties of the Texas Attorney General, if any, the RECIPIENT shall cooperate fully with the INSTITUTE in any such action brought by the INSTITUTE to enforce the Institute-Funded IPR in the applicable Project Results relevant to the Institute Product Plan, at the INSTITUTE's cost, including without limitation, joining the enforcement action in name as a party plaintiff after all required approvals are obtained; provided that the INSTITUTE or its designee shall have full control over such enforcement action and shall receive and retain all monetary recoveries resulting from such enforcement actions, including any punitive damages, subject to the INSTITUTE's obligation to share any monetary recovery with the RECIPIENT pursuant to Section D6.07 below.

**Section D6.05 License to Additional Intellectual Property Rights.** In the event that the INSTITUTE exercises its option under Section D6.03, and upon request of the INSTITUTE, the RECIPIENT agrees to use reasonable efforts to assist the INSTITUTE in obtaining, at INSTITUTE's cost and on reasonable terms, directly or through its licensees, any Necessary Additional IPR to successfully implement the Institute Product Plan.

**Section D6.06 Revenue Sharing under Institute Product Plan.** In the event that the INSTITUTE exercises its option under Section D6.03, then the INSTITUTE shall pay to the RECIPIENT ten percent (10%) of the Revenue the INSTITUTE receives from the sublicensing of the applicable Project Results under the Institute Product Plan.

**Section D6.07 Recoveries in Enforcement Actions.** In the event that the INSTITUTE receives any monetary recovery from its enforcement of Institute-Funded IPR against infringement by a third party as allowed in Section D6.04, then it shall pay to the RECIPIENT a share of such monetary recovery, including any punitive damages, less the documented fees and expenses that are directly associated with such enforcement and are paid by the INSTITUTE to third parties, at the same rate and in the same manner as it shares Revenue pursuant to Section D6.06. For clarity, if the enforcement action is resolved by way of the execution of a License Agreement with the infringing third party, and the INSTITUTE pays the RECIPIENT for the Revenue associated with such License Agreement pursuant to Section D6.06, then this Section D6.07 is not intended to apply to such License Agreement or the consideration specified therein.

## **PART 7**

### **MISCELLANEOUS**

**Section D7.01 Survival.** The licenses, rights and obligations set forth in this Attachment D shall survive any termination of this Contract, including any termination for convenience by the RECIPIENT.

**Section D7.02 Non-Institute-Funded IPR License Exclusion.** The grant of licenses, or the obligation to grant licenses, set forth in Sections D2.02, D5.04 and D6.05 under Intellectual Property Rights other than Institute-Funded IPR shall exclude any such Intellectual Property Rights to which the grant of such license would constitute a breach of a previously executed agreement.

**Section D7.03 Notice to INSTITUTE and Opportunity to Comment.** In each instance in this Attachment D in which the INSTITUTE has the right to provide comments or input to the RECIPIENT and this Section D7.03 is specifically referenced and to the extent that the INSTITUTE elects to provide such comments, the INSTITUTE shall provide comments or input to the RECIPIENT within five (5) business days, except as provided herein. Based upon the circumstances of the transaction, the INSTITUTE and the RECIPIENT may agree in writing to a different period of time for the INSTITUTE to provide comments or input or to waive the comment period. Such agreement to reduce or waive the comment period shall not be unreasonably withheld. The RECIPIENT shall not take any action during the period of time allotted to the INSTITUTE to provide such comments or notice that would prevent the RECIPIENT from fulfilling its obligation to consider in good faith and use reasonable efforts to account for and incorporate the INSTITUTE's comments and input.

**Section D7.04 Emergency Circumstances Affecting Notice to INSTITUTE and Opportunity to Comment.** It is not the intention of the INSTITUTE or the RECIPIENT that Section D7.03 operates to preclude the RECIPIENT from taking action to protect Institute-Funded IPR. In the event that emergency circumstances requiring immediate action prevent the RECIPIENT from complying with Section D7.03, the RECIPIENT shall notify INSTITUTE as soon as possible of the action taken by the RECIPIENT and the circumstances justifying the emergency action.

**PART 8**  
**DEFINITIONS**

The following terms shall have the following meaning throughout this Attachment. Other terms may be defined elsewhere in this Attachment.

(1) **Authorized Seller** – The RECIPIENT, its Collaborators, or their licensees or any other party authorized by the RECIPIENT, its Collaborators or their licensees to make a Sale on their behalf.

(2) **Commercial Product** – anything that incorporates, is based on, utilizes or is developed from Project Results and is created by human or mechanical effort or by a natural process and that is capable of being sold, licensed, transferred or conveyed to another party or is capable of otherwise being Exploited or disposed of, whether in exchange for consideration or not, including without limitation any drug, chemical or biological compound, gene, nucleic acid or nucleic acid sequence, gene therapy, plant, machine, mechanical device, hardware, tool or computer program.

(3) **Commercial Service** – any service performed that incorporates, is based on, utilizes or is developed from Project Results. For avoidance of doubt, Commercial Service does not include research and development performed by the RECIPIENT or its Collaborators.

(4) **Exclusive License** – a License Agreement under which the specific rights granted to the licensee with respect to the Project Results, including without limitation scope of use and territorial rights, are granted on an exclusive basis.

(5) **Exploit** – make, have made, use, sell, offer to sell, import, export or otherwise dispose of, practice, copy, distribute, create derivative works of, publicly perform or publicly display.

(6) **Institute-Funded IPR** – any and all Intellectual Property Rights in and to Institute-Funded Technology.

(7) **Institute-Funded Invention** – an Invention conceived or first reduced to practice by the RECIPIENT, Recipient Personnel and/or Collaborator(s) in the performance of Institute-Funded Activity.

(8) **Institute-Funded Technology** – any and all of the following resulting or arising from Institute-Funded Activity during the Contract term: (a) proprietary and confidential information, including but not limited to data, trade secrets and know-how; (b) databases, compilations and collections of data; (c) tools, methods and processes; (d) works of authorship, excluding all scholarly works, but including, without limitation, computer programs, source code and executable code, whether embodied in software, firmware or otherwise, documentation, files, records, data and mask works; and (e) all instantiations of the foregoing in any form and embodied in any form, including but not limited to therapeutics, drugs, drug delivery systems, drug formulations, devices, diagnostics, biomarkers, reagents and research tools. Institute-Funded Technology includes Institute-Funded Inventions. Institute-Funded Technology does not include any protected health information or personal financial information collected or generated in connection with a Project.

(9) **Intellectual Property Rights** - any and all of the following and all rights in, arising out of, or associated therewith: (a) all United States and foreign patents and utility models and applications therefor, and all reissues, reexaminations, divisions, renewals, extensions, substitutions, provisionals, and continuations and continuations-in part thereof, and equivalent or similar rights anywhere in the world; (b) all trade secrets and rights in know-how and proprietary information; (c) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; (d) all mask works, mask work registrations and applications therefor, and any equivalent or

similar rights in semiconductor masks, layouts, architectures or topology; and (e) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

(10) **Invention** – a composition, method, device, process or discovery that is conceived and/or reduced to practice, whether patentable or not.

(11) **Inventor** – a person who is an inventor of an Invention, as such terms are understood under U.S. Patent Law, Title 35 U.S. Code.

(12) **License Agreement** – an agreement by which an owner of a Project Result grants any right to Exploit such Project Result to another party in exchange for consideration.

(13) **Licensing Activities** – the efforts of the RECIPIENT or its Collaborator to negotiate, execute or enforce a License Agreement.

(14) **Necessary Additional IPR** – any unencumbered Intellectual Property Rights (a) owned by the RECIPIENT, and (b) identified by the Institute and agreed to in writing by the RECIPIENT, that are not Project Results but are necessary to Exploit the Project Results for the specific purposes set forth in the applicable Section of this Attachment D.

(15) **Non-Exclusive License** – a License Agreement under which the rights granted to the licensee with respect to the Project Results are granted on a non-exclusive basis.

(16) **Project Results** – any and all Institute-Funded Technology and Institute-Funded IPR.

(17) **Revenue** – the gross consideration, whether cash or non-cash (e.g., securities, direct equity interest, indirect equity interest, etc.), received from Sales and License Agreements related to Project Results (including without limitation, any milestone fees, license fees, sublicense fees, assignment fees, product royalties and similar fees and royalties).

(18) **Sale** – means any sale, lease, transfer, conveyance or other exploitation or disposition of a Commercial Product or Commercial Service for which consideration is received by an Authorized Seller.



## ATTACHMENT E

### PREVENTION GRANT REPORTING REQUIREMENTS

This Attachment E is hereby incorporated into and made a part of that certain **CANCER PREVENTION GRANT CONTRACT** ("**Contract**") by and between the Cancer Prevention and Research Institute of Texas ("**CPRIT**" or the "**INSTITUTE**") and the **RECIPIENT**. A capitalized term used in this Attachment shall have the meaning given to term in the Contract or in the Attachments to the Contract, unless otherwise defined herein. In the event of a conflict between the provisions of this Attachment and the provisions of the Contract, this Attachment shall control.

INSTITUTE and RECIPIENT agree as follows:

**The RECIPIENT shall submit quarterly, annual and final reports to the INSTITUTE.** The reports shall be submitted by the means and in the form(s) required by the INSTITUTE from time to time. To the extent possible, the reports shall only include information that may be shared publicly. However, if it is necessary to submit information in the reports that the RECIPIENT considers confidential in order to fully comply with the terms of this Contract, then the RECIPIENT shall use its best efforts to mark such information as "confidential" and shall segregate such information within the reports to facilitate its redaction should redaction ever be necessary or appropriate.

#### PART 1 QUARTERLY REPORTS

**Section E1.01 Quarterly Reports.** The RECIPIENT shall submit performance and fiscal reports quarterly to the INSTITUTE. Performance reports shall be submitted within fifteen (15) days of the end of the quarter or at such other time as may be specified herein. Fiscal reports shall be submitted within ninety (90) days of the end of the quarter.

**Section E1.02 Contents of Quarterly Reports.** Each report shall contain a signed verification (electronic signature or similar is acceptable) of RECIPIENT's compliance with each of its obligations as set forth in the Contract and shall include the following project data, as may then be applicable:

- (a) INSTITUTE Form 269a (Financial Status Report) specified in Article III of the Contract.
- (b) Performance Reporting Requirements. During the term of the Contract and continuing thereafter for so long as RECIPIENT has ongoing obligations to the INSTITUTE with respect to reporting:
  1. Where applicable, RECIPIENT must report activities for the following performance measures, including but not limited to:
    - a. Number of people reached – indirect contact
    - b. Number of people educated - direct contact
    - c. Number of people who take action/change behavior as a result of CPRIT-funded education or outreach activities
    - d. Number of people receiving clinical services
    - e. Abnormalities or cancer precursors detected
    - f. Cancers detected
    - g. Number of professionals reached – indirect contact
    - h. Number of professionals educated – direct contact
    - i. Number of professionals who take action/change behavior as a result of CPRIT-funded education and training
  2. Demographic information for individuals served (i.e., ethnicity, screening history, and county of residence) may be required.
  3. Narrative description of RECIPIENT's progress toward achievement of aims and goals.
- (c) Any other information required by this Contract or otherwise reasonably requested by the INSTITUTE, the Legislature, or any other funding or regulatory bodies covering the RECIPIENT's activities under this Contract.

#### PART 2 ANNUAL REPORTS

**Section E2.01 Annual Reports.** The RECIPIENT shall submit reports annually to the INSTITUTE within sixty (60) days of the anniversary of the Effective Date of this Contract or at such other time as may be specified herein. The reports shall be submitted by the means and in the form(s) required by the INSTITUTE from time to time.

**Section E2.02 Contents of Annual Reports.** Each report shall contain a signed verification (electronic signature is acceptable) of RECIPIENT's compliance with each of its obligations as set forth in the Contract and shall include the following project data, as may then be applicable:

- (a) A brief statement of the progress made to complete each specific aim in the Scope of Work, including the progress to achieve the Project Goals and Timelines set forth in Attachment A.
- (b) A brief description of any variance from the Project Goals and Timelines that were not completed during the year, and an explanation as to why.

- (c) A brief statement of the Project Goals for the twelve months following submission of the report.
- (d) A maximum of two (2) client stories or quotes collected that reflect the impact of this Project. Include verification of client's permission to publish story or quote.
- (e) New jobs created and jobs maintained in the preceding twelve month period as a result of the Grant funds awarded to RECIPIENT.
- (f) Total number and listing of resources produced related to Project
- (g) Total number and listing of articles published or planned related to Project
- (h) An inventory of the Equipment purchased for the Project using Grant funds.
- (i) A HUB report in accordance with Section 3.11 "Historically Underutilized Businesses" of the Contract.
- (j) Any other information required by this Contract or otherwise reasonably requested by the INSTITUTE, the Legislature, or any other funding or regulatory bodies covering the RECIPIENT's activities under this Contract.

### **PART 3 FINAL REPORT**

**Section E3.01 Final Report.** The RECIPIENT shall submit a final report to the INSTITUTE within ninety (90) days of the end of the term of the Contract or at such other time as may be specified herein.

**Section E3.02 Contents of Final Report.** The final report shall contain a signed verification (electronic signature is acceptable) of RECIPIENT's compliance with each of its obligations as set forth in the Contract and shall include the following project data, as may then be applicable:

- (a) All data specified under Section E2.02 Contents of Annual Reports for the final year of the Contract.
- (b) A summary of the Project's key system and health outcomes.
- (c) A summary of other evaluation/outcome measure results, as outlined in the project application.
- (d) A brief statement of any challenges or barriers encountered and the strategies used to overcome these challenges.
- (e) Plans, if any, for dissemination of results and for continuation or replication of the Project, including funding source(s).
- (f) Resources leveraged – Listing of grants and \$ amount received related to the Project
- (g) Texas Cancer Plan goals(s) addressed by the Project
- (h) Any other information required by this Contract or otherwise reasonably requested by the INSTITUTE, the Legislature, or any other funding or regulatory bodies covering the RECIPIENT's activities under this Contract.

### **PART 4 MISCELLANEOUS**

**Section E4.01 Additional Data.** In addition to the foregoing, RECIPIENT shall also promptly report any other information required by this Contract or otherwise reasonably requested by the INSTITUTE, the Legislature, or any other funding or regulatory bodies covering the RECIPIENT's activities under this Contract.

**Section E4.02 Record Keeping and Audits.** The provisions of Article IV of the Contract shall apply fully to all information reported to the INSTITUTE pursuant to this Attachment, except that the right of the State of Texas to audit and the RECIPIENT's obligation to maintain Records shall continue until four years after the date of each such report made by RECIPIENT hereunder.

**Section E4.03 Confidentiality of Documents and Information.** The confidentiality provisions of Section 2.13 "Confidentiality of Documents and Information" of the Contract shall apply fully to all Confidential Information reported, delivered or submitted to the INSTITUTE pursuant to this Attachment E.

**Section E4.04 Commercialization Data.** During the term of the Contract and continuing thereafter for so long as RECIPIENT has ongoing obligations to the INSTITUTE with respect to protection, development, commercialization and licensing of Project Results pursuant to Attachment D, RECIPIENT shall provide information about commercialization activities, if applicable, in a format specified by the INSTITUTE.

**Section E4.05 Revenue Sharing Data.** During the term of the Contract and continuing thereafter for so long as RECIPIENT has ongoing obligations to the INSTITUTE with respect to revenue sharing pursuant to Attachment D:

- (a) A statement of the identities of the funding sources, amounts and dates of funding for all funding sources for the Project.
- (b) A statement of which of the funding sources identified pursuant to item (1) are Participating Funding Sources as defined in Attachment D.
- (c) A brief statement of the RECIPIENT's efforts to secure additional funds to support the Project.
- (d) All financial information necessary to calculate the revenue sharing amounts specified in Attachment D.

**Attachment 5**  
**Subaward**  
**Subrecipient Statement of Work & Reporting Requirements**

**Statement of Work (SOW)**

Below or  Attached

**Reporting Requirements**

Below or  Attached

## **Hidalgo County Health and Human Services Statement of Work**

### **CONNECT Pilot Program Overview**

The Coordinating Center for Colorectal Cancer Screening Across Texas (CONNECT) was funded in 2023 by the Cancer Prevention & Research Institute of Texas (CPRIT) to develop a statewide plan to reduce the burden of colorectal cancer (CRC) screening across the state. The CONNECT Pilot Program initiative is designed to support evidence-based pathways or workflows to support CRC screening, diagnostic testing, and navigation to treatment for eligible individuals, focusing on priority populations.

### **Hidalgo County Program Overview**

Hidalgo County Health and Human Services is a recipient of the 2025-2026 Pilot Program awards. The proposal, titled “Step Up for Screening: Hidalgo County’s Colorectal Cancer Early Detection Project”, aims to increase CRC screening rates among high-risk populations in Hidalgo County, TX; ensure culturally competent education and outreach among Hidalgo County’s diverse communities; and build sustainable infrastructure for CRC screening and education. These goals will be accomplished through the following:

1. Providing 500 free at-home screening kits for CRC screening
2. Identify at least 10 local gastroenterologists with whom to engage for referrals
3. Host or attend 10 health fairs to provide education, awareness, and distribute screening kits
4. Develop standard operating procedures (SOPs) for in-facility sample collection
5. Launch bilingual social media campaign, including 2-3 videos
6. Train 20 community outreach workers, specifically on CRC risk, screening, and outreach

### **Deliverables/Outcomes**

1. Evaluation of CRC screening rate in Hidalgo County
  - a. Screening tests distributed and completed
  - b. Positivity rate and follow-up completion rate
2. Finalized referral guide for newly engaged GI providers
3. Number of events hosted/attended, patient/community member engagement volumes, number of kits distributed
4. Completed SOP for in-facility sample collection
  - a. Increase completion rate
5. Assessment of social media reach, views, and feedback
6. Finalized curriculum for training and number of outreach workers trained
  - a. Evaluation of pre/post knowledge

### **Timeline**

The proposed work will take place over a 12-month period.

<p><b>Attachment 5</b>  <b>Subaward</b>  <b>Subrecipient Statement of Work &amp; Reporting Requirements</b></p>
-------------------------------------------------------------------------------------------------------------------------

Subrecipient agrees to submit the following reports (UT contacts are identified in Attachment 3A):

**Technical Reports:**

<input type="checkbox"/>	Monthly technical/progress reports will be submitted to UT's <u>Financial Contact</u> no later than 15 calendar days after the end of the month.
<input checked="" type="checkbox"/>	Quarterly technical/progress reports will be submitted to UT's <u>Financial Contact</u> no later than 30 calendar days after the end of each project quarter.
<input type="checkbox"/>	Annual technical/progress reports will be submitted to UT's <u>Financial Contact</u> no later than 60 calendar days prior to the end of each project year.
<input type="checkbox"/>	Technical/progress reports will be submitted to UT's <u>Financial Contact</u> as required by UT's Principal Investigator in order for UT to satisfy its reporting obligations to the Prime Awarding Entity.
<input type="checkbox"/>	Technical/progress reports will be submitted in accordance with the Payment Schedule in Attachment 6.

**Invoices:**

<input checked="" type="checkbox"/>	Monthly invoices will be submitted to UT's <u>Financial Contact</u> no later than 30 calendar days after the end of the month.
<input type="checkbox"/>	Invoices will be submitted to UT's <u>Financial Contact</u> no later than 30 calendar days after UT's acceptance of the associated deliverable or milestone as detailed in Attachment 6.

**Close-Out:**

<input checked="" type="checkbox"/>	A Final technical/progress report will be submitted to UT's <u>Financial Contact</u> no later than 60 calendar days after the Period of Performance end date.
<input checked="" type="checkbox"/>	A Final invoice will be submitted to UT's <u>Financial Contact</u> no later than 60 calendar days after the Period of Performance end date.
<input checked="" type="checkbox"/>	The attached Close-Out Form (see following page) will be submitted <u>as specified on the form</u> with a copy to UT's <u>Financial Contact</u> no later than 60 calendar days after the Period of Performance end date. Other documentation shall accompany the form as applicable.

**Other Reports (as applicable):**

<input type="checkbox"/>	In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Prime Awarding Entity via UT's <u>Financial Contact</u> (and via iEdison, if the Prime Awarding Entity is a Federal Awarding Agency) no later than 60 calendar days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. Subrecipient will submit a final invention report using Prime Awarding Entity's specific forms to UT's <u>Financial Contact</u> no later than 60 calendar days after of the Period of Performance end date to be included as part of UT's final invention report to the Prime Awarding Entity. A negative report is necessary only if required by the Prime Awarding Entity.
<input type="checkbox"/>	A Property Inventory Report

**Attachment 6**  
**Subaward**  
**Subrecipient Budget or Payment Schedule and Close-Out Form**

**Cost Sharing**

Yes     No

Cost Share Amount this action in USD: \$

Cost Share estimated total in USD: \$

**Budget Information**

Below or  Attached

**Payment Schedule**

Below or  Attached

<b>Deliverable or Milestone Description</b>	<b>Due Date</b>	<b>Amount (USD)</b>
		<b>Subaward Total:</b>

**Principal Investigator:** **Amy Gonzalez**

**Project Dates:** **November 1, 2025 - October 31, 2025**

**PERSONNEL EXPENSES**

Fringe Rate:

0.00%

First Name	Last Name	Project Role
Amy	Gonzalez	Principal Investigator
Mark	Franco	Secondary Investigator
Hector	Perez	Outreach Coordinator
Myrrinah	Martinez	Data Analyst / Education Lead
Sarita	Rocha	Nurse / Health Educator

**Personnel Subtotal (salary and fringe)**

Annual Salary YR1	% Effort	Funds Requested	Fringe Request	Total Funds Requested
\$ -	0%	\$ -	\$ -	\$ -
\$ -	0%	\$ -	\$ -	\$ -
\$ -	0%	\$ -	\$ -	\$ -
\$ -	0%	\$ -	\$ -	\$ -
\$ -	0%	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -

**NON-PERSONNEL EXPENSES**

**Materials and Supplies**

*FIT test kits and lab services - to support colorectal cancer screening by offering a simple, non-invasive testing option. To increase participation, improve access to preventive care, and promote early detection. To support efficiency, maintain quality standards, and provide reliable results for participants.*

\$ 10,000	
\$ -	
\$ -	\$ 10,000

**Participant Incentives**

*Gift Cards (\$20.00) - Gift cards will be provided as incentives to encourage participation in colorectal cancer screening and help reduce barriers to preventive care. These incentives aim to increase screening rates, support early detection, and promote better health outcomes in the community.*

**Other**

*Printing and binding services will be used to create resource packets for community members participating in the program. Packets will provide important educational materials, instructions, and support resources to promote awareness of program.*

*Media advertisement campaign- to raise awareness of the colorectal screening program and encourage community participation.*

\$ 7,000

\$ 7,000

\$ 1,000  
\$ 2,000

\$ 3,000

**TOTAL COSTS**

\$ 20,000

Step Up for Screening: Hidalgo County's Colorectal Cancer Early Detection Project  
(Gonzalez)

**Hidalgo County  
Budget Justification**

**Screening Kits:** 500 free at-home screening kits to improve colorectal cancer screening will be offered to high-risk adults aged 45–75 through health fairs, block-walking, and referrals. Kits can be completed at home or onsite at our public health laboratory. At \$20 each, the total cost is \$10,000.

**Participant Incentives:** Gifts will be provided to patients as an incentive to complete colorectal cancer screening and help reduce barriers to preventive care. Up to 350 patients who complete screening will receive a \$20 gift card; total amount budget is \$7,000.

**Printing and binding services:** \$1,000 is budgeted for printing services to create resource packets for community members. These packets will include educational materials, instructions, and support services resources to promote awareness of the program and colorectal cancer screening.

**Media campaign:** \$2,000 is included to increase awareness of this colorectal cancer screening initiative and encourage participation throughout the community, using social media and advertising campaigns.

**Attachment 7**

**Subrecipient Close-out Form**

No later than sixty (60) days after the Subaward's ending date, Subrecipient shall submit a completed Subrecipient Close-Out Form as attached to the addressee named on the form. Other documentation shall accompany the form as applicable. Payment of Final Invoice shall be withheld pending receipt and acceptance of the close-out documentation.

**Subrecipient Close-Out Form**

**THE UNIVERSITY OF TEXAS AT AUSTIN**

**Subagreement No.:** UTAUS-SUB00002039 **Prime Award No.:** PP230060

**Name of Subrecipient:** Hidalgo County Health and Human Services

Please complete **ALL** of the following sections and return to:

Subrecipient Monitor  
Office of Sponsored Projects, Post-Award  
[osp-postaward@austin.utexas.edu](mailto:osp-postaward@austin.utexas.edu)

**SECTION I. FINANCIAL INFORMATION**

Total amount received under this subagreement to date \$ \_\_\_\_\_.

**Are there any outstanding invoices which UT Austin has not reimbursed yet?**

Yes\*. Please place an X by those that apply.

\_\_\_\_\_ Please see the attached copies of invoices previously submitted and totaling \$ \_\_\_\_\_, but which have not yet been reimbursed; AND/OR,

\_\_\_\_\_ Invoices totaling \$ \_\_\_\_\_ have not yet been submitted to UT Austin yet; or,

No. By selecting "No", you are confirming UT Austin has paid you/your institution for all invoices submitted for expenses and/or claims against this subagreement. Any invoices submitted after this box is checked and this form is signed and returned to UT Austin, will not be honored.

*\* Invoices returned with this form are used for informational purposes; originals must be submitted in accordance with the subagreement. Reimbursement or payment of expenses is in all cases subject to the terms of the subagreement, including submission of an invoice marked "Final".*

**SECTION II. PATENTS**

**Are there any inventions to be reported which resulted from work performed under this subagreement?**

No.  Yes. Please complete the following (attach additional pages as necessary):

Name of Inventor: \_\_\_\_\_

Name / Description of Invention(s): \_\_\_\_\_

**\*\* A COMPLETE INVENTION DISCLOSURE MUST ACCOMPANY THIS DOCUMENT FOR ANY INVENTIONS NOT PREVIOUSLY DISCLOSED TO UT AUSTIN, WHICH RESULTED FROM WORK PERFORMED UNDER THIS SUBAGREEMENT. INVENTION REPORTING SHALL BE IN THE SAME FORM AS REQUIRED BY THE PRIME AWARD.**

**SECTION III. FEDERAL GOVERNMENT/SPONSOR PROVIDED OR FUNDED EQUIPMENT ACQUISITION**

**Was any equipment provided by the Federal Government/Sponsor, or was any equipment purchased with Federal or Sponsor funds provided under this subagreement?**

No.  Yes, where all equipment either provided, or purchased with funds, under this subagreement has been delivered to the U.S. Government or Sponsor through UT or is it awaiting disposition instructions. (Please reference FAR 52.245-1 or other terms and conditions of the subagreement.)

Authorized Official's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_Email: \_\_\_\_\_ Phone: \_\_\_\_\_