

**GRANT AGREEMENT BETWEEN  
TEXAS GUARANTEED STUDENT LOAN CORPORATION  
AND \_\_\_\_\_**

This Grant Agreement (Agreement) between Texas Guaranteed Student Loan Corporation (“TG”) a Texas non-profit corporation located at P.O. Box 83100, Round Rock, Texas 78683-3100 and \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (“Grantee” or “\_\_\_\_\_”) is for the purpose of providing grant funding for the \_\_\_\_\_ **<INSERT PROJECT NAME>** Project as more fully described in this Agreement.

**INTRODUCTION.**

On September 10, 2004, TG’s Board of Directors approved the creation of the TG Public Benefit Grant Program, finding that it serves a legitimate public purpose. As a part of the TG Public Benefit Grant Program’s FY 08 awards, TG’s Board of Directors accepted Grantee’s application, approving funding for Grantee to:

**<INSERT HIGH LEVEL PROJECT DESCRIPTION>**

**AGREEMENT.**

1. **Term.** This Agreement shall be effective upon execution by both parties and shall terminate on \_\_\_\_\_, unless terminated earlier in accordance with this Agreement.
2. **Funding and No Quid Pro Quo Representation.**
  - 2.1 Subject to Grantee’s performance of all required actions under this Agreement, TG shall provide funding, in one or more disbursements, as reasonably determined by TG, of an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_).
  - 2.2 TG represents that there is no correlation or connection between its selection of institutions for grant awards and an institution’s business relationship or potential business relationship with TG. Participation in TG’s Public Benefit Grant Program does not require or impose any *quid pro quo* condition. If Grantee believes that a *quid pro quo* condition exists or may exist, it shall call TG’s ethics hotline at (877) 842-6675 or TG’s Chief Ethics Officer directly at (800) 252-9743, extension 4966 to report the condition.
3. **Grant Activities.** Grantee agrees to:

- 3.1. Perform the activities described in the Grant Application submitted to TG for consideration for award year FY 08, a copy of which is attached as Exhibit A and incorporated into this Agreement as if set out in full.
- 3.2. No later than \_\_\_\_\_, submit a Midpoint Report, and no later than \_\_\_\_\_, submit a Final Report to TG. The Reports shall include, at a minimum:
  - 3.2.1. <Insert description of Project-specific deliverables, for example: survey results, number and amount of scholarships awarded, description of materials created and published with grant funds>
  - 3.2.2. A description of the activities described in Grantee's response to the "Briefly Describe the Proposed Project" section of the Grant Application and status made to date toward completion of the activities.
  - 3.2.3. A detailed description of expenditures to date, including a remaining balance on all grant funds received.
  - 3.2.4. Areas of concern or issues that have or could impede progress toward completion of the Project.
  - 3.2.5. Description of whether, and to what extent, the Project's performance has satisfied Grantee's objectives. Include any suggested revisions or changes to the Project.
  - 3.2.6. The Final Report shall include a final status of the Project's activities, identifying each Project deliverable and the results obtained. If the Project's deliverables include a specific report, the report must be attached.

The Reports referenced in subsection 3.2 shall be in a format that is reasonably acceptable to TG. TG may request additional Reports as TG, in its sole discretion, determines necessary to monitor performance of the Grant Agreement.

- 3.3. Facilitate site visits, conference calls and/or audits of Grantee, as reasonably requested by TG, to evaluate and review Grantee's performance of the Grant Agreement.
- 3.4. Issue a joint press release with TG announcing the grant award. The press release shall be issued no later than 30 days after the signing of the Agreement.

4. **Termination.**

- 4.1. TG shall have the right to immediately terminate this Agreement upon the happening of one or more of the following events:
- 4.1.1. Grantee's violation of any federal, state or local law or regulation.
  - 4.1.2. Grantee's breach of any of the terms or conditions of this Agreement or any unapproved deviation from the Grant Application which has not been cured within 30 days of written notice of such breach.
  - 4.1.3. The U.S. Department of Education determines that the grant of funds by TG to Grantee constitutes an inducement or other activity prohibited by law.
- 4.2. In the event the Agreement is terminated under Section 4.1, TG reserves the right to require Grantee to refund any or all grant funds awarded to Grantee under this Agreement, and Grantee agrees to refund to TG any or all grant funds awarded under this Agreement.

5. **Limitation of Liability.**

- 5.1. IN NO EVENT SHALL TG BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES FOR ANY NEGLIGENCE, BREACH OF CONTRACT OR ANY OTHER ACT ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIVITIES COVERED HEREIN.
- 5.2. This Section 5 and Section 6 below do not limit Grantee's rights, including its ability to seek recovery, against anyone other than TG, its directors, officers, employees, agents, successors, and assigns.

6. **Indemnification.**

- 6.1. Grantee shall protect, defend, indemnify and hold harmless TG, its directors, officers, employees, agents, successors, and assigns from and against any and all damages, losses, costs, expenses, obligations, claims demands or liabilities, including costs of investigation, reasonable attorney's fees and court costs (collectively the "Damages") suffered or incurred by TG, its directors, officers, employees or agents arising out of any action brought by a party not a party to this Agreement and related to this Agreement, or Grantee's violation of a federal, state or local law or regulation. This indemnity provision shall not apply to damages caused solely by the negligence, gross negligence or willful misconduct of TG, its directors, officers, employees, agents, successors or assigns. Grantee

further agrees that TG may in good faith and on reasonable terms settle any such claims and that TG's right to indemnification shall extend to any such settlement, provided TG has given notice of such claim and its intent to settle. TG's right to indemnification is in addition to, and may be exercised independently of, any remedy held by TG under this Agreement, at law or in equity. The indemnity provision set forth in this Agreement shall survive the termination of this Agreement indefinitely.

6.2. If Grantee is an agent of the State of Texas, or any other State, notwithstanding any contradictory provision of this Agreement or any amendment to this Agreement, if it is determined by a court of competent jurisdiction that state law totally precludes Grantee from indemnifying TG for any claim, loss or cause of action, the indemnity provisions in this Agreement and any amendment to this Agreement shall be null and void. If state law allows Grantee to indemnify TG to some degree, Grantee shall indemnify TG to the extent allowed by applicable law. Further, to the extent that federal law may override state law on this issue, applicable federal law shall apply.

7. **Negation of Warranties.** GRANTEE ACKNOWLEDGES AND AGREES THAT TG MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE RESULTS ACHIEVED, IF ANY, FROM TG'S EFFORTS UNDER THIS AGREEMENT. GRANTEE FURTHER AGREES THAT TG SHALL HAVE NO LIABILITIES OR OBLIGATIONS WHATSOEVER TO GRANTEE IN THE EVENT THAT NO RESULTS OR UNSATISFACTORY RESULTS ARE ACHIEVED FROM TG'S FUNDING OR LACK OF FUNDING UNDER THIS AGREEMENT.

8. **General Provisions.**

8.1. Grantee's use of the TG name or logo in association with its Project requires TG's prior review and approval. General standards for use of the TG name and logo are attached to this Agreement as Exhibit C. TG Communications will promptly respond to Grantee's requests for review and approval. The TG Communications contact is Michael Gee at (800) 252-9743, ext. 4606 or [michael.gee@tgsdc.org](mailto:michael.gee@tgsdc.org).

8.2. Any assignment of this Agreement by Grantee shall be void without the prior written consent of TG.

8.3. If any parts of this Agreement are held to be invalid, the remaining parts of the Agreement shall continue to be valid and enforceable.

8.4. This Agreement shall be construed and the rights and obligations of the parties shall be determined in accordance with the laws of the State of

Texas. The parties agree that venue of any action arising out of this Agreement shall be in Williamson County, Texas.

- 8.5. Grantee shall comply with all governmental requirements which may now or in the future become applicable to its activities under this Agreement.
- 8.6. This Agreement, including Exhibit A, and any amendments or schedules agreed to by the parties, contains the full understanding of the parties with respect to its subject matter, and no waiver, alteration or modification of any of the provisions to this Agreement shall be binding unless in writing and signed by an authorized officer of TG. Neither the course of conduct between the parties nor trade usage shall act to modify or alter the provisions of this Agreement.
- 8.7. No waiver by either party or any breach, default or series of breaches or defaults, and no failure, refusal or neglect of either party to exercise any right, power, or option given to it under this Agreement or to insist upon strict compliance with the terms of this Agreement shall constitute a waiver of these provisions with respect to any subsequent breach or waiver by either party or its right at any time thereafter to require exact and strict compliance with provisions of this Agreement.
- 8.8. Any notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or (iii) when delivered if delivered personally or sent by express courier service. All notices to TG shall include a reference to \_\_\_\_\_ . <INSERT NAME OF PROJECT> All notices will be sent to the other party at its address as set forth below or at such other address as such party will have specified in a notice given in accordance with this section:

**TG:**

Overnight Delivery:

3500 Wadley Place  
Building C, Suite 303  
Austin, Texas 78728

Attn: Kristin Boyer, Director, Public Benefit Operations

Hand Delivery:

301 Sundance Parkway  
Round Rock, Texas 78681

Attn: Kristin Boyer, Director, Public Benefit Operations

Mailing Address:  
P.O. Box 83100  
Round Rock, Texas 78683-3100  
Attn: Kristin Boyer, Director, Public Benefit Operations  
Fax: 512-219-4932  
Tel: 512-219-4518  
E-mail: kristin.boyer@tgsdc.org

**Grantee:**

Mailing Address:

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

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

Tel: \_\_\_\_\_

E-mail: \_\_\_\_\_

- 8.9. This Agreement is subject to all applicable State and Federal laws. The Agreement is also subject, to the extent applicable, to the Higher Education Act of 1965, as amended (HEA), 20 U.S.C. Section 1070, et seq., including but not limited to HEA Section 422(g)(2), 20 U.S.C. Section 1072(g)(2).
- 8.10. Grantee agrees to comply with all applicable equal opportunity and affirmative action laws including, as appropriate, Executive Order 11246, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act, as amended; and Section 503 of the Rehabilitation Act of 1973, as amended; and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250 and 60-741. The affirmative action clause and regulations contained in the preceding sentence are incorporated by reference in this Agreement.
- 8.11. Any funds provided under this Agreement that are not expended, obligated or otherwise committed by the termination date set forth in Section 1 above shall be returned to TG.
- 8.12. Grantee shall maintain all pertinent financial and accounting records pertaining to this Agreement in accordance with generally accepted accounting principles and other procedures reasonably specified by TG. Upon termination of this Agreement and request by TG, Grantee shall provide, at its expense, copies of all financial and accounting records produced by it arising out of this Agreement.

Grantee shall allow audits, compliance or special reviews and inspections, including but not limited to on-site inspection, with or without prior notice, of Grantee's facilities by TG or by third parties designated by TG; the U.S. Secretary of Education; the Office of Inspector General; the U.S. Comptroller General; or their authorized representatives. Grantee shall provide its full cooperation for any such audit, review or inspection, including but not limited to, providing timely access, for examination and copying of records (including computerized records) pertinent books, documents, papers, computer programs and records and reasonable access to its personnel.

- 8.13. Grantee must sign the Code of Business Conduct Compliance Statement attached hereto as Exhibit B prior to receipt of grant funds. Grantee must be familiar with the terms of TG's Code of Business Conduct, available at [www.tgslc.org/abouttg/conduct.cfm](http://www.tgslc.org/abouttg/conduct.cfm), and Grantee shall take affirmative action to ensure its actions, and the actions of Grantee's employees or agents, do not create a violation of the Code by TG employees and directors.
  
- 8.14. Grantee agrees, upon TG's request, to make available to TG all intellectual property produced pursuant to this Agreement, either individually or in collaboration with others. Grantee recognizes that experience and insights gained from performing this Agreement have value to the higher education community in general and will make reasonable attempts to disseminate information gained during the performance of this grant. These efforts may include making available, without charge or fee, presentations at education conferences and through publications about the project activities, achievements, and lessons learned, and may include writing articles for inclusion in TG publications.
  
- 8.15. The individuals, by signing below on behalf of Grantee and TG, warrant that each has the authority to execute this Agreement according to its terms on behalf of each respective entity.

By signing below, the parties agree to be bound by the terms of this Agreement.

**Texas Guaranteed Student  
Loan Corporation**

\_\_\_\_\_ **Grant Recipient**

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

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

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

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

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

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

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

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



**Grant Application**

**Public Benefit Program**  
EXHIBIT A

<INSERT GRANT APPLICATION>

**Exhibit B**  
**TG GRANT RECIPIENT**  
**CODE OF BUSINESS CONDUCT**  
**COMPLIANCE STATEMENT**

It is TG's policy that its employees, officers, directors, independent contractors, grant recipients and agents conduct themselves in a manner consistent with sound business and ethical practices; that the public interest is paramount in all TG actions; that even the appearance of impropriety be avoided to ensure and maintain public confidence in TG; and that TG decision making in all respects is fair, independent, and impartial.

**Standards of Conduct:** As a Grant Recipient of TG, you (the term "you" is inclusive of the Grant Recipient and all its personnel) are expected to follow, at a minimum, these general standards of conduct:

- (a) You shall not offer any gift, gratuity, entertainment, favor, or service that might influence a TG employee, officer, or director in carrying out their TG responsibilities;
- (b) You shall not accept or solicit any gift, gratuity, entertainment, favor, or service that might influence you in carrying out your contractual obligations to TG, or that you know or should know is being offered to influence you;
- (c) You shall not, during the term of your grant agreement with TG, take action that could influence your independent judgment in performing your contractual obligations to TG;
- (d) You shall not ask for or accept any benefit for having performed your contractual obligations to TG other than the grant award amount set forth in your grant agreement;
- (e) You shall not misapply TG personnel or property for your personal benefit; and
- (f) You shall not have or attempt to have any influence on the job evaluation, pay, or benefits of any TG employee, officer or director whom you date, cohabit, or with whom you are engaged in an intimate personal relationship.

If, in the sole judgment of TG, you violate these standards of conduct, your TG contract(s) is subject to immediate termination.

**Conflicts of Interest:** TG Grant Recipients must not only avoid conflicts of interest, but also conduct themselves to avoid even the appearance of conflicts of interest in the discharge of their contractual duties. A conflict of interest occurs when personal interests (whether due to considerations of economic benefit, personal or family relationships, friendships, or otherwise) may affect your judgment in performing your contractual obligations to TG. A conflict exists if any TG employee, officer, director, or

their immediate family, business partner, personal partner or significant other, or an entity that employs or is about to employ any of these has a financial or other ownership interest in an organization that is selected for a grant award and that relationship has not been disclosed to and approved by TG's Chief Ethics Officer.

**Notice of Conflict:** In the event that you have, or suspect you have, a conflict of interest, or the appearance of a conflict of interest, involving your grant award from TG, you must immediately notify TG's Chief Ethics Officer in writing, specifying the nature of the conflict and, if a grant award is pending, avoid any discussion of the award with the TG employee, officer, director, family member, partner or significant other.

**Determination of Conflict:** If you are unsure whether a conflict exists, you should disclose the situation and TG will make a determination. If you feel there are special circumstances that should be considered, provide them in your written notice and it will be forwarded to TG's Chief Ethics Officer who will determine whether special circumstances justify a waiver of strict interpretation of this Compliance Statement.

**Reporting Violations:** If you become aware of a violation of TG's Code of Business Conduct (available online at [www.tgslc.org/abouttg/conduct.cfm](http://www.tgslc.org/abouttg/conduct.cfm)) or other illegal or unethical conduct by any TG employee, officer or director, you must notify TG's General or Senior Counsel immediately, but no later than three days after becoming aware of the violation. Reporting may also be made to TG's Ethics Hotline, 877-TG-COMPLY or (877) 842-6675. Failure to do so may result in the termination of your contract(s) with TG.

**By executing this document you certify:**

1) That you understand TG employees, officers, and directors are specifically prohibited from participating in the selection, award, or decision-making of a contract, agreement, grant award or corporate acquisition of goods or services if that participation creates a conflict of interest.

2) That to the best of your knowledge and belief no TG employee, officer or director, their immediate family, business partner, personal partner or significant other:

- (a) serves as a member of your governing board or is an executive officer of your corporation;
- (b) is a partner, limited partner, joint venturer, proprietor, or other business associate of yours; and/or,
- (c) owns 10% or more, is the principal shareholder, or owns \$50,000 or more of the fair market value of your business.

3) That you have not offered and will not offer any gifts, entertainment (including meals), services, or any other benefit, regardless of value, to any TG employee, officer, or director while you are participating in a grant application/award process with TG. For the purposes of this Business Conduct Compliance Statement, the

grant application/award process begins with the issuance of a grant solicitation instrument and ends with the execution of contracts with the successful Grantee.

4) That you understand that TG's Code of Business Conduct is intended, in part, to discourage grant awardees and potential grant awardees from providing gifts to TG personnel and that you will not offer or provide: a) any gift or entertainment with a value greater than \$25.00 (\$50.00 for meals); or b) cash, gift certificates, lottery tickets, negotiable instruments, or credit arrangements, of any denomination, to any TG employee, officer, director or their family, business partner, personal partner, or significant other. (These restrictions are not intended to prohibit gifts to individuals with whom you have a long-time relationship independent of their TG position or association with a TG employee, officer or director, if the gift is given because of that independent relationship).

5) That you have not offered and will not offer materials, services, repairs, or improvements at no cost or at unreasonably low prices to any TG employee, officer, director or their family, business partner, personal partner, or significant other.

6) That you have not offered and will not offer any type of benefit in exchange for a TG employee, officer, or director's decision, opinion, recommendation, vote, or other exercise of discretion.

7) That you have not and will not, during the term of your grant agreement with TG, take action that could influence your independent judgment in performing your contractual obligations to TG.

8) That you have not and will not use TG data, information, facilities, property, employees, or resources for any purpose other than authorized TG business.

9) That you have not and will not reveal to any TG employee, officer or director any inside or unpublished information about your company with the expectation or intent that the individual will profit from such information by, for example, a purchase or sale of your securities and that you will never reveal proprietary or confidential information has been improperly obtained from any other company, such as by a former employee.

10) That you will be law abiding, and comply with legal requirements relevant to the conduct of your business.

11) That you understand TG will use any lawful method of investigation it deems necessary to determine whether any person has engaged in any conduct that interferes with or adversely affects its business. This includes the theft of any TG property or the property of any TG employee or visitor. It also includes suspicion of possession of drugs, alcohol, dangerous weapons, or anything else that is prohibited or restricted on TG property.

12) That you will comply with all applicable state and federal laws and regulations that exist regarding the privacy of personally identifiable, non-public information, whether that of TG borrowers, employees, or others.

**ACKNOWLEDGMENT AND AGREEMENT OF UNDERSTANDING**

I have read and become familiar with TG’s Code of Business Conduct. I understand that violation of this Compliance Statement is grounds for termination of my contract(s) with TG. By executing this document I am certifying that I am not aware of any existing or potential conflict of interest between Grant Recipient and TG or any unethical or illegal conduct by TG, its employees, officers or directors.

\_\_\_\_\_ (name of organization)

**Grant Recipient**

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**This document must be signed and returned to:**

**Texas Guaranteed  
Contract Administrator  
P.O. Box 83100  
Round Rock, Texas 78683-3100**

**Or you may fax to:  
(512) 219-4705**

## Exhibit C



### TG Name:

Please refer to the company as TG, not Texas Guaranteed, Texas Guaranteed Student Loan Corporation, or TGSLC.

### TG Logo Usage:

The TG logo is a trademark of TG. All applications of the TG logo require prior approval from TG Communications and must be in the approved and appropriate style. Any use of the TG logo is approved on a one-time usage basis and any further application requires additional approval. As standard practice, Communications reviews materials containing the logo before publication and all known applications are kept on file.

### Specifications:

We generally use the logo in blue on a white background. It is used as a stand-alone signature — meaning it never gets merged into other graphics or text. Because of the nature of the design, with the large open space between the T and G, our style requires that it not be used on a patterned or complex background.

- The TG logo must be displayed in TG Blue (PMS 300 or the RGB / CMYK equivalents), black, or white ONLY. No other color may be used.
- The corporate name may not be included as part of the logo.
- The logo may be resized if necessary, but the height/width proportions must be preserved. In the case of TIFF or JPEG files, enlargement will cause degradation of the image. It is preferred that TG Communications provide the correctly sized art to your specifications. Any resizing of the logo must receive approval.
- Do not put any text or graphics on top of, behind, or into the logo.
- Keep a clear space around the logo equal to one-half the height of the T.
- Do not change the angle of the logo's baseline. The triangles must point upwards to the right.
- Do not put a stroke or outline on the logo.
- Do not use the logo as part of a sentence or phrase. Instead, spell out TG in the same font as the rest of the sentence.
- Do not use the logo as part of a "wallpaper pattern" or motif.
- Do not put the logo into a box, circle or any other bounding shape.
- Do not place the logo on a complex, patterned background.

*Refer all questions or approvals related to use of the corporate name or logo to TG Communications at [communications@tgsllc.org](mailto:communications@tgsllc.org) or contact Michael Gee at (800) 252-9743, extension 4606.*