

**GRANT AGREEMENT BETWEEN
TEXAS GUARANTEED STUDENT LOAN CORPORATION
AND «ORGANIZATION_NAME»**

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 «Organization_Name», with a mailing address of «Organization_Street_Address», «City», «State» «Zip» ("Grantee" and, collectively with TG, the "Parties") is for the purpose of providing grant funding for the «Project_Title» project.

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 2012-2013 awards, TG's Board of Directors accepted Grantee's application, approving funding for Grantee to:

«Project_Description»

AGREEMENT.

1. **Term.** This Agreement shall be effective upon signature by both Parties and shall expire on «Project_End_Date», 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 _____ dollars and no cents (\$«Grant_Amount») ("Grant"). The funds shall be disbursed in accordance with the "Disbursement and Reporting Schedule" attached as Exhibit B, which is incorporated by reference into this Agreement.
 - 2.2. Funding for multiyear Grants is contingent on its continued approval by TG's Board of Directors and appropriate performance by the Grantee. Appropriate performance of the Grantee will be determined by TG in its sole discretion. TG reserves the right to cease funding after each disbursement.
 - 2.3. 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 2012-2013, a copy of which is attached as Exhibit F and incorporated into this Agreement as if set out in full.
- 3.2. Submit all reports (each, a "Report") in accordance with the Disbursement and Reporting Schedule attached as Exhibit B. The Reports shall include, at a minimum, the items set forth in "Deliverables," attached as Exhibit A and incorporated into this Agreement as if set out in full. No personally identifiable information ("PII") shall be included in any of the Reports, except where specifically requested as part of Exhibit A. The Reports 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 this Agreement. TG shall have the right to use any Reports submitted by Grantee, or any portion thereof, for any reason.
- 3.3. Facilitate site visits, conference calls and audits of Grantee, as reasonably requested by TG.
- 3.4. Issue a press release to relevant media outlets announcing the Grant award and promoting the project and its value to the community and region.

4. **Termination.**

- 4.1. TG may immediately terminate this Agreement upon one or more of the following:
 - 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. Section 5, and Section 6, 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.

Unless prohibited by law, Grantee shall protect, defend, indemnify and hold TG, its directors, officers, employees, agents, successors, and assigns (collectively, the "Indemnified Parties") harmless 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 any of the Indemnified Parties **REGARDLESS OF CAUSE, AND EVEN IF CAUSED BY THE SOLE, JOINT, COMPARATIVE, CONTRIBUTORY OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF THE INDEMNIFIED PARTIES**, AND REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, INDEMNITY, STATUTE, STRICT LIABILITY OR OTHERWISE. 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 or expiration of this Agreement indefinitely.

7. Negation of Warranties.

GRANTEE ACKNOWLEDGES AND AGREES THAT TG MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OF FUNDS FOR THE GRANT, THIS AGREEMENT, OR ANY DISBURSEMENTS HEREUNDER, OR 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 shall acquire written permission from TG for any use of the TG name or logo in association with its Project. General Standards for Use of TG Name and Logo are attached to this Agreement as Exhibit D. TG Communications will respond to Grantee's requests for review and approval. The TG Communications contact is Christopher Beeler (800) 252-9743, ext. 4811 or christopher.beeler@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, without regard to its choice of law rules and principles. 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 all the following exhibits:
- (i) Exhibit A, Deliverables;
 - (ii) Exhibit B, Disbursement and Reporting Schedule;
 - (iii) Exhibit C, Code of Business Conduct Compliance Statement;
 - (iv) Exhibit D, Standards for Use of TG Name and Logo;
 - (v) Exhibit E, Budget; and
 - (vi) Exhibit F, Application ;

and any amendments or schedules thereto, contain the full understanding and agreement 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 both Parties. 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 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 the «Project Title» 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 C Wadley Place, 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

Tel: (512) 219-4518

Fax: (512) 219-4989

E-mail: kristin.boyer@tgsllc.org

With a copy to:

P.O. Box 83100

Round Rock, Texas 78683-3100

Attn: Office of the General Counsel

Grantee:

Mailing Address:

«Organization_Street_Address»

«City», «State»«Zip»

Attn: «Contact_Name»

Tel: «Primary_Contact_Phone»

Fax: «Primary_Contact_Fax»

E-mail: «Primary_Contact_E-mail_Address»

- 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 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 or expiration of this Agreement shall be immediately 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 or expiration of this Agreement or request by TG, Grantee shall provide, at its expense, copies of all financial and accounting records produced by it arising out of this Agreement.
- 8.13. Grantee shall allow audits, compliance or special reviews and inspections, including 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 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.
- 8.14. Grantee shall sign the Code of Business Conduct Compliance Statement attached as Exhibit C prior to receipt of grant funds. Grantee shall be familiar with the terms of TG's Code of Business Conduct, available at 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.
- 8.15. The Grantee grants to TG a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, reproduce, display, distribute, and prepare derivative works for intellectual property conceived, created or reduced to practice as a result of this agreement.
- 8.16. Grantee agrees that no funds awarded under the TG Public Benefit Grant program shall be used directly for religious, lobbying or political activities.
- 8.17. 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**

«ORGANIZATION_NAME»

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
DELIVERABLES

EXHIBIT B
DISBURSEMENT AND REPORTING SCHEDULE

EXHIBIT C

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) 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.

«ORGANIZATION_NAME»

Grant Recipient

BY: _____
Signature

Title

Date

This document must be signed and returned to:

**Texas Guaranteed Student Loan Corporation
Attention: Educational Alliances
P.O. Box 83100
Round Rock, Texas 78683-3100**

EXHIBIT D

STANDARDS FOR USE OF TG NAME AND LOGO



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@tgslc.org or contact Christopher Beeler at (800) 252-9743, ext. 4811.

EXHIBIT E
BUDGET

EXHIBIT F
GRANT APPLICATION