# STATE OF TEXAS §

**COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ §**

The University of Texas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and through the undersigned duly authorized official, hereinafter called "the University" and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called "Contractor", hereby agree to this Contract (also referred to herein as the Agreement) as follows:

That the Contractor, for and in consideration of the covenants, conditions, contracts, and stipulations hereinafter expressed, does hereby agree to furnish to the University collection services as outlined in the provisions below entitled "General Provisions" and "Specifications for Collections", which are a part of this Contract (the “**Services.**”)

**A. GENERAL PROVISIONS**

**\*** 1. Contractor agrees to indemnify, defend and hold harmless the State of Texas, The University of Texas System and their Regents, The University and their officers, agents and employees from any and all liability, loss, damage or expense, including reasonable attorney's fees incurred in investigating, defending, or settling any of the forgoing, they may incur which result from any claims against them, individually or severally, for any acts, omissions, negligence, or willful misconduct of the Contractor or its officers, agents or employees in the performance of this contract or Contractor’s violation of state and federal debt collection statutes.

**\*** 2. The Contractor, its officers, agents or employees, in the performance of this Contract, shall act in an independent capacity and as independent contractors and not as officers, agents or employees of The University of Texas System, the State of Texas or The University.

3. The University may terminate this Contract and be relieved of the payment of any further obligation to Contractor should Contractor fail to perform its obligations under this Contract and comply with the representations, warranties, and covenants herein contained within the time or in the manner provided. In the event of such termination, the University may proceed with specific performance of the Services provided for herein in any manner deemed proper by the University.

**\*** 4. Except as specifically provided in any HUB Subcontracting Plan (“HSP”) attached hereto, this Contract is not assignable by Contractor either in whole or in part without the prior written consent of the University.

**\*** 5. No amendment, alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto. This Contract contains the entire Contract of the parties and no oral understanding or agreement not incorporated herein shall be binding on either of the parties hereto.

**\*** 6. The consideration to be paid Contractor, as provided herein, shall be in compensation for all Services performed and expenses incurred, including travel and per diem, unless otherwise expressly provided.

**\*** 7. The laws of the State of Texas shall govern the interpretation and performance of this Contract. ANY ACTION BROUGHT TO ENFORCE ANY PROVISION OF THIS CONTRACT SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION OF THE STATE OF TEXAS IN TRAVIS COUNTY, TEXAS UNLESS ANY OTHER VENUE IS STATUTORILY MANDATED, IN WHICH CASE THE SPECIFIC VENUE STATUTE WILL APPLY, SUBJECT TO ANY ALTERNATIVE DISPUTE RESOLUTION PROCEDURES ADOPTED BY THE UNIVERSITY PURSUANT TO CHAPTER 2009*, TEXAS GOVERNMENT CODE*.

8. The term of this Contract shall be from \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,20\_\_\_ with the right and option resting in the University to extend and renew the term of the Contract, subject to the same terms and conditions, for an additional twelve (12) months.

9. The dispute resolution process provided for in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the University and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Chief Business Officer of the University will examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the execution of this Contract by the University nor any other conduct, action or inaction of any representative of the University relating to this Contract constitutes or is intended to constitute a waiver of the University’s or the state's sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

10. By its signature below, Contractor certifies that it has the authority to do business in Texas and shall provide a Certificate evidencing same upon its execution of this Contract. Further, by its signature below, Contractor certifies that, to the best of its knowledge, it is not currently delinquent in the payment of any taxes due under Chapter 171 of the Texas Tax Code, it is exempt from the payment of those taxes, or it is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. Contractor further certifies that there are no outstanding warrant holds in place against Contractor at the office of the Texas Comptroller of Public Accounts. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor further agrees that any payments owing to Contractor under this Contract may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

11. Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

**[NOTE: Sections 12 and 13 below are not necessary if the University procured this Contract under the best value procurement authority provided to Texas institutions of higher education (ref. §§51.9335(c), 73.115(c) and 74.008(c), Texas Education Code). PLEASE DELETE THIS NOTE FROM THE FINAL CONTRACT.]**

12. Pursuant to Sections 2155.004 and 2155.006, Government Code, Contractor certifies that Contractor has not received compensation for participation in the preparation of the Request for Proposal related to this Contract and is not ineligible to receive the award of or payments under this Contract; and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

13. Contractor covenants and agrees that as required by Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Contract, the Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

14. As used in this paragraph, the term “Information” means any data or information Contractor creates, obtains, accesses, receives, stores, or uses in performing this Contract; for example, social security numbers, credit card numbers, or data protected or made confidential or sensitive by any applicable federal or Texas law or regulation, including the Gramm-Leach-Bliley Act (“GLB”, Public Law No. 106-102), the Family Educational Rights and Privacy Act (“FERPA”, 20 U.S.C. Section 1232g) and the Health Insurance Portability and Accountability Act (“HIPAA”, Public Law No. 104-191).

If the activities of Contractor under this Contract require Contractor to create, obtain, access, receive, store, or use Information then Contractor represents, warrants and certifies it will: (1) hold all Information in the strictest confidence; (2) not release any Information unless Contractor obtains University’s prior written approval and performs such a release in full compliance with all applicable privacy laws, including GLB, FERPA and HIPAA; (3) not otherwise use or disclose Information except as (a) permitted or required by this Contract, (b) required by law, or (c) authorized by University in writing; (4) safeguard Information according to the security controls that are proportionate to the University’s risk under this Contract based on the sensitivity of the Information and that are no less rigorous than the standards by which Contractor protects its own confidential information, including all commercially reasonable administrative, physical and technical standards (e.g., such standards established by the National Institute of Standards and Technology, the Center for Internet Security, or the Gramm-Leach Bliley Act - see Standards for Safeguarding Customer Information, 16 C.F.R. Part 314, keeping in mind the objectives of Section 314.3(b)), and periodically provide to University evidence that Contractor meets the security controls required under this Contract,; (5) continually monitor its operations and take any action necessary to assure the Information is safeguarded in accordance with the terms of this Contract and as required by applicable federal or Texas law or regulation; and (6) comply with the University’s rules, policies, and procedures regarding the Information, including the UT System Administration Policy 165. At University’s request, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard Information.

If an impermissible use or disclosure of any Information occurs, Contractor will provide (1) written notice to University within one (1) business day after Contractor’s discovery of such use or disclosure and (2) all information University requests concerning such impermissible use or disclosure.  If University determines that Contractor has breached the terms of this paragraph, then University may immediately terminate this Contract without notice or opportunity to cure.  Within 30 days after the expiration or earlier termination of this Contract for any reason, Contractor shall either return or destroy, at University’s direction, all information provided by University to Contractor under this Contract, including all University information provided to Contractor’s employees, subcontractors, agents, or other affiliated persons or entities (“Contractor Affiliates.”).  Contractor will notify University prior to destruction of any of the information. Contractor will require all Contractor Affiliates to agree in writing to comply with all of Contractor’s obligations and responsibilities under this paragraph as if such persons or entities were the Contractor, and Contractor will be responsible for ensuring such compliance by such Contractor Affiliates. Contractor’s obligations under this Section A. 14. shall survive the expiration or earlier termination of this Contract for any reason.

Contractor acknowledges that it will be handling University’s covered accounts, as those accounts are defined under 16 C.F.R.  681.1. Contractor certifies that it has a compliant **Identity Theft Prevention, Detection and Mitigation Program** in place, as required under 16 C.F.R, 681.1, and will handle University’s covered accounts in accordance with this Program.

If Contractor will process credit/debit card payments in conjunction with performing Services required under this Contract, Contractor agrees to comply with all applicable Payment Card Industry Data Security Standards (PCI DSS), including Payment Application Data Security Standards (PA DSS), promulgated by the Payment Card Industry Security Standards Council (PCI SSC). Contractor will cause its agents and subcontractors to comply with these standards as well. Contractor will achieve and maintain compliance under the current versions of PCI DSS and PA DSS published on the PCI SSC website for service providers and payment applications. Contractor will provide to University (1) on or before the date this Contract is signed by University, and (2) within ten (10) days after each anniversary of the date this Contract is signed by University, a copy of Contractor’s annual attestation of compliance signed by a Qualified Security Assessor (QSA) as described on the PCI SSC website.

15. [Insert HIPAA language or attach BAA if medical accounts referred; otherwise, delete

paragraph.]

16. This Contract is not effective for any amount over \_\_\_\_\_\_ million dollars until approved by the Board of Regents of The University of Texas System.

17. Performance by University under the Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “**Legislature**”) and/or allocation of funds by the Board of Regents of The University of Texas System (the “**Board**”). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then the University will issue written notice to Contractor and the University may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of the University.

18. Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.

Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Contract. The term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain such certifications for each one of its subcontractors in Contractor’s files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

19. If a HSP is attached to this Contract, Contractor agrees to comply with and to use good faith efforts to subcontract the Services in accordance with the HSP. Contractor will maintain records documenting its compliance with the HSP and submit a progress assessment report (**PAR**) to University in the format required by the Texas Comptroller of Public Accounts or successor entity (collectively, **Texas Comptroller**). Submission of a PAR will be required as a condition for any payments by University under this Contract. If University’s HUB Office/Department determines that Contractor has failed to comply with the HSP, University will notify Contractor of the deficiencies and give Contractor an opportunity to submit documentation and explain why its failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. Any deficiencies identified by the University must be rectified by the Contractor prior to the next reporting period. If University’s HUB Office/Department determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with Texas law, including 34 TAC §§[20.285(h)(4)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285), [20.585](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=585) and [20.586](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=586). University may also terminate this Contract for default and make a claim against Contractor.

**Changes to the HSP.** If at any time during the term of this Contract, Contractor desires to change the HSP or to perform or subcontract any part of this Contract in a manner that is not consistent with its existing HSP, then before doing so Contractor must submit an amended HSP to the University’s HUB Office/Department for its review and approval. Contractor will demonstrate good faith by complying with the requirements of [34 TAC §20.285(d)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285) in the development of the amended HSP. If University’s HUB Office/Department approves the amended HSP, this Contract must be amended in accordance with **Section A.5** to replace the existing HSP with the amended HSP. Failure by Contractor to comply with this paragraph may be deemed a breach by Contractor of this Contract subject to any remedies provided by *Texas Government Code*, Chapter 2161 and other applicable laws.

**Expansion of the Services.** If University expands the scope of Services through a change order or contract amendment, including a renewal that expands the scope of Services, University’s HUB Office/Department will determine if the expanded Services contains additional probable subcontracting opportunities. If University’s HUB Office/Department so determines additional probable subcontracting opportunities exist, Contractor will submit an amended HSP covering those opportunities to University’s HUB Office/Department for its review and approval. Contractor will demonstrate good faith by complying with the requirements of [34 TAC §20.285(d)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285) in the development of the amended HSP. Such an amended HSP must be approved by the University’s HUB Office/Department and this Contract must be amended in accordance with **Section A.5** to replace the existing HSP with the amended HSP before Contractor may perform the expanded scope of Services. If Contractor performs any such expanded scope of Services or subcontracts any of the additional probable subcontracting opportunities identified by University’s HUB Office/Department without prior authorization and without complying with [34 TAC §20.285](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285), Contractor will be deemed to be in breach of this Contract and will be subject to any remedial actions provided by applicable laws, including [Chapter 2161, *Texas Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2161.htm), and [34 TAC §20.285](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285). In addition, University may report Contractor’s noncompliance with this Contract to the Texas Comptroller in accordance with[34 TAC §§20.285(h)(4)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285), [20.585](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=585) and [20.586](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=586).

20. Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States (“U.S.”) federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the U.S. General Services Administration. “Principals” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor shall provide immediate written notification to the University if, at any time prior to award, Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when the University executes the Contract. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to the University, the University may terminate the Contract for default by Contractor.

21. Contractor acknowledges that the University may be prohibited by federal regulations from allowing any employee, representative, subcontractor, or agent of Contractor to work on site at the University’s premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor shall not assign any employee, representative, subcontractor or agent that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("OIG") to work on site at the University’s premises or facilities. Contractor shall perform an OIG sanctions check quarterly on each of its employees, representatives, subcontractors and agents during the time such employees, representatives, subcontractors and agents are assigned to work on site at the University’s premises or facilities. Contractor acknowledges that the University will require immediate removal of any employee, representative, subcontractor or agent of Contractor assigned to work at their premises or facilities if such employee, representative, subcontractor or agent is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: <https://exclusions.oig.hhs.gov>.

22. Contractor agrees that a written copy of Contractor’s Civil Rights "Affirmative Action Compliance Program" will be provided simultaneously with the Contract and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement will be provided in writing.

23. Contractor represents and warrants that all articles and services furnished under the Contract meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of the Contract.

24. If the Contract requires Contractor’s presence on the University’s premises or in the University’s facilities, Contractor agrees to cause its representatives, agents, employees and permitted subcontractors (if any) to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including, without limitation, those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

25. Except as otherwise provided in this paragraph, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to **University** :  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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with copy to:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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If to **Contractor**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address, City, ST and Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

or such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

26. [Insert “Access by Individuals with Disabilities” provision if applicable]

27. University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act(“TPIA”), Chapter 552, Texas Government Code. In accordance with Section 552.002 of the TPIA and Section 2252.907, Texas Government Code, and **at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Contract (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.** Pursuant to Section 552.372 of the Texas Government Code, Contractor must:

(1) preserve all contracting information (ref. Section 552.003(1-a), Texas Government Code) related to this Contract as provided by the records retention requirements applicable to University for the duration of this Contract;

(2) promptly provide to the University any contracting information related to this Contract that is in the custody or possession of Contractor on request of the University; and

(3) on completion of this Contract, either:

1. provide at no cost to the University all contracting information related to this Contract that is in the custody or possession of Contractor, or
2. preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the University.

The requirements of Subchapter J, Chapter 552, Government Code (“Subchapter J”) may apply to this Contract and Contractor agrees that the Contract can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of Subchapter J.

University may not accept a bid for a contract described by Section 552.371, Texas Government Code or award the contract to an entity that the University has determined has knowingly or intentionally failed to comply with Subchapter J in a previous bid or contract described by Section 552.371 unless the University determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of Subchapter J.

If Contractor fails to comply with the requirements of Subchapter J applicable to Contractor, then University shall provide written notice to Contractor stating the requirement(s) of Subchapter J that Contractor has violated.

Such notice will also advise Contractor that University may terminate this Contract without further obligation to Contractor if (a) Contractor does not cure the violation on or before the 10th business day after the date the University provides the notice, (b) the University determines that Contractor has intentionally or knowingly failed to comply with a requirement of that Subchapter J, and (c) the University determines that Contractor has not taken adequate steps to ensure future compliance with the requirements of Subchapter J. For purposes of the above, Contractor has taken adequate steps to ensure future compliance with Subchapter J if: (1) Contractor produces contracting information requested by the University that is in the custody or possession of Contractor not later than the 10th business day after the date the University makes the request and (2) Contractor establishes a records management program to enable Contractor to comply with Subchapter J.

28. Contractor and its employees, agents, representatives and subcontractors have read and

understand University’s Conflicts of Interest Policy, University’s Standards of Conduct Guide and applicable state ethics laws and rules at <https://www.utsystem.edu/offices/systemwide-compliance/ethics>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University’s Conflicts of Interest Policy, University’s Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board of Regents of The University of Texas System has a direct or indirect financial interest in the transaction that is the subject of this Contract. *To the extent applicable to it*, Contractor agrees to comply with [§2252.908, *Texas Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908) (Disclosure of Interested Parties Statute), and [1 TAC §§46.1 through 46.5](https://www.ethics.state.tx.us/rules/adopted_Nov_2015.html#Ch46.1) (Disclosure of Interested Parties Regulations), as implemented by the Texas Ethics Commission (TEC) and, including, among other things, providing the TEC and University with information required on the form promulgated by TEC. Contractor may learn more about these disclosure requirements, including the use of TEC’s electronic filing system, by reviewing the information on TEC’s website at:

<https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php>.

29. Pursuant to Chapter 2271 of the Texas Government Code, Contractor certifies that Contractor does not currently boycott Israel and will not boycott Israel during the term of this Contract. Contractor acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate.

30. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate.

31. If this Contract is translated into other foreign languages and executed by the parties, the English language version will be the original and controlling contract, and any other language versions will be considered translations for informational purposes only. If the terms and conditions of the original English language Contract conflict with those in any foreign language translation of this Contract, the terms and conditions of the original English language Contract will prevail.

32. If Contractor and/or its subcontractors, officers, or employees will have an account on a state computer system (for example, an account to an application, database, or network), then pursuant to Section 2054.5192, Texas Government Code, Contractor and its subcontractors, officers, and employees must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code and selected by the University. The cybersecurity training program must be completed by Contractor and its subcontractors, officers, and employees during the term and any renewal period of this Agreement. Contractor shall verify completion of the program to the University.

33. Contractor Verification Regarding Discrimination Against Firearm Entities or Trade Associations. Pursuant to [Chapter 2274, *Texas Government Code*](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.htm), Contractor verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. **[Note:  This provision should only be included in a contract entered into on or after 9/1/21 that (1) that is not with a Contractor that is a sole-source provider, (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds, and (3) is with a for-profit entity, not including a sole proprietorship, that has 10 or more full time employees.  However, this provision should not be included in a contract if (A) the University did not receive any bids from a company that is able to provide the written verification required above or (B) it is a contract exempt from compliance under Section 2274.003 of the *Texas Government Code* (applicable to contracts entered into in connection with or relating to the issuance, sale, or delivery of notes under Subchapter H, Chapter 404, *Texas Government Code* or the administration of matters related to the notes, including the investment of note proceeds, if determined to be exempt by the Texas Comptroller in its sole discretion and in compliance with the requirements of that statute.) PLEASE DELETE THIS NOTE FROM THE FINAL CONTRACT.]**

34. Contractor Verification Regarding Boycotting Energy Companies. Pursuant to [Chapter 2276, *Texas Government Code*](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2276.htm), Contractor verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. **[Note:  This provision should only be included in a contract entered into on or after 9/1/21 that (1) has a value of $100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has 10 or more full time employees. However, this provision should not be included in a contract if the University determines that these requirements are inconsistent with the University's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. PLEASE DELETE THIS NOTE FROM THE FINAL CONTRACT.]**

35. Contractor Certification Regarding COVID-19 Vaccination. Pursuant to [Section 161.0085, *Texas Health and Safety Code*](https://statutes.capitol.texas.gov/Docs/HS/htm/HS.161.htm#161.0085) *(enacted by* [*SB 968, 87th Texas Legislature, Regular Session (2021)*](https://capitol.texas.gov/BillLookup/History.aspx?LegSess=87R&Bill=SB968)*)*, Contractor certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Contractor’s business. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**[Option: Include the following if under this Agreement the Contractor will be granted direct or remote access to or control of critical infrastructure in the State of Texas, excluding access specifically allowed by the University for product warranty and support purposes. For purposes of the following, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. As used in the preceding, "cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.** 36. Contractor Certification Relating to Critical Infrastructure.  Pursuant to [Chapter 2275, *Texas Government Code*](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2275.htm), Contractor certifies (A) it is neither owned by nor is the majority of stock or other ownership interest of the Contractor held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the *Texas Government Code* (a “designated country”) or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country. Contractor understands that the prohibitions set forth in the preceding sentence apply regardless of whether (1) Contractor’s or its parent company's securities are publicly traded or (2) Contractor or its parent company is listed on a public stock exchange as either (a) a Chinese, Iranian, North Korean, or Russian company or (b) a company of a designated country. Contractor acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate **]**

**[Option: Include if the Contractor or its subcontractors or third-party providers will be providing cloud computing services (CCSs) to the University or processing (including storing or transmitting) University data using CSSs.** 37. Contractor Compliance and Warranty Relating to Cloud Computing Services. The Texas Department of Information Resources (**DIR**) has established and implemented a state risk and authorization management program providing a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services (**CCSs**) that process (including storing or transmitting) the data of Texas state agencies (**TX-RAMP**). The requirements of TX-RAMP include [Section 2054.0593 of the *Texas Government Code*](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2054.htm#2054.0593)*,* [Title 1, Rule 202.77 of the *Texas Administrative Code*](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=202&rl=77)*,* andDIR’s TX-RAMP Manual.

Contractor represents and warrants that throughout the term of this Agreement it will comply with the requirements of TX-RAMP and that all CCSs subject to TX-RAMP will comply with the requirements of and be certified under TX-RAMP. The CCSs subject to TX-RAMP include those provided by Contractor either through this Agreement or in furtherance of this Agreement, including CCSs provided through Contractor’s subcontractors or third-party providers. A CCS used in furtherance of this Agreement includes a CCS that Contractor or its subcontractors or third-party providers use to process (including storing or transmitting) University data, even if the University itself does not access or use that CCS. Contractor’s subcontractors or third-party providers responsible solely for servicing or supporting a CCS provided by Contractor or another Contractor subcontractor or third-party provider shall not be required to provide evidence of TX-RAMP certification; instead, Contractor will be responsible for providing such evidence. The list of current TX-RAMP certified CCSs and DIR’s TX-RAMP Manual are set forth at <https://dir.texas.gov/txramp>. **[Option: Include if greater specificity is desired:** Contractor further represents and warrants that the only CCSs that it will provide either through this Agreement or in furtherance of this Agreement as provided above are the following:

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

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **]**

Contractor understands and agrees that the University may not enter into or renew a contract with Contractor to purchase CCSs that are subject to TX-RAMP unless Contractor demonstrates compliance with TX-RAMP requirements. Contractor acknowledges this Agreement may be terminated and payment withheld if Contractor does not comply with TX-RAMP or this Section.**]**

**[Alternate Option: Include if neither the Contractor nor its subcontractors or third-party providers will be providing cloud computing services (CCSs) to the University or processing (including storing or transmitting) University data using CSSs and the University wishes to document this in the Agreement.** 37. Contractor Representation and Warranty That Cloud Computing Services Will Not Be Provided. Contractor represents and warrants that neither Contractor nor any Contractor subcontractors or third-party providers will provide cloud computing services either though this Agreement or in furtherance of this Agreement that process (include storing or transmitting) University data.**]**

[Option: Include the following if this Agreement is entered into on or after 6/14/21 and the Contractor will be authorized to access, transmit, use, or store data for the University under this Agreement. 38. Data Security Controls. Pursuant to Section 2054.138 of the *Texas Government Code* effective June 14, 2021 (as enacted by [SB 475, 87th Reg. Session of the Texas Legislature](https://capitol.texas.gov/BillLookup/History.aspx?LegSess=87R&Bill=SB475)), as Contractor will be authorized to access, transmit, use, or store data for the University, Contractor is required to meet the security controls the University determines are proportionate with the University's risk under this Agreement based on the sensitivity of the University's data. Contractor must periodically provide to the University evidence that Contractor meets the security controls required under this Agreement.]

**[NOTE: Before the UT Institution executes this Agreement, it is the sole responsibility of the UT Institution to comply with its procedure for determining whether the Agreement should include a criminal background check requirement for employees, subcontractors, and other individuals of the Contractor as required by** [**UT System Policy UTS 124**](https://www.utsystem.edu/sites/policy-library/policies/uts-124-criminal-background-checks)**. UT System’s procedure is set forth in** [**UT System HOP 3.1.2 Background Checks**](http://www.utsystem.edu/board-of-regents/policy-library/policies/int109-criminal-background-checks)**. The following is recommended language for such a background check requirement:** 39. Responsibility for Individuals Performing Work; Criminal Background Checks. Each individual who is assigned to perform Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing Work under this Agreement. Prior to commencing Work, Contractor will (1) provide University with a list (**List**) of all individuals who may be assigned to perform Work, and (2) have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University’s campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform Work.

Prior to commencing performance of Work under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals assigned to perform Work.**]**

**B. SPECIFICATIONS FOR COLLECTIONS**

1. Contractor agrees to accept for collection, upon the terms and conditions prescribed in this Contract, all unpaid accounts that the University may choose to refer to the Contractor. The number and origin of these accounts and the means by which Contractor shall receive the accounts shall be determined solely by, and may be altered at the discretion of, the University. At least 3 different University departments may refer accounts to the Contractor.

**[NOTE: As required by Title 1, Rule 59.2 (c)(3)(B) (i) and (iii) of the Texas Administrative Code, University must ensure that this Agreement either contains or is supported by a proposal containing (1) a description of the obligations to be collected sufficient to enable the attorney general to determine what measures are necessary to attempt to collect the obligation(s) and (2) a description of the individual accounts to be collected in the following respects: (I) the total number of delinquent accounts; (II) the dollar range; (III) the total dollar amount; (IV) a summary of the collection efforts previously made by the agency; and (V) the legal basis of the delinquent obligations to be collected. PLEASE REMOVE NOTE FROM FINAL CONTRACT.]**

2. Contractor shall acknowledge to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Office and to any other office or entity designated in writing by the University, the receipt of all accounts referred to Contractor for collection. Contractor shall transmit this acknowledgment in a form acceptable to the University no later than seven (7) calendar days after accounts are referred to Contractor.

**\*** 3. Contractor shall promptly undertake, through proper and lawful means, the collection of every account referred by the University without regard to the amount. Contractor agrees and warrants that all collection activities will be in conformity with existing federal, state or local laws and regulations. Contractor agrees to indemnify the University for any costs of whatever kind and nature incurred by the University as a result of any legal action against the University from the collection practices or methods of Contractor's officers, agents or employees.

**\*** 4. Contractor shall implement thorough collection procedures in its attempt to achieve a maximum recovery of debts. Such procedures shall include telephone calls, mail efforts and skip tracing procedures whenever necessary.

**\*** 5. Contractor acknowledges the privacy rights of debtors and shall not release information concerning the delinquent debtor to any credit bureau or other third parties without full compliance with all federal and state privacy laws and prior written approval from the University.

6. Contractor shall furnish to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ office of the University the following reports: (Can do as Exhibit-see attached)

These reports shall be in a form acceptable to the University, shall include information required by the University, and be furnished at times prescribed by the University. All reports must be kept separate by the particular department of the University that referred the account to the Contractor.

**[NOTE: Any University revisions to payment provisions of this Agreement must comply with the requirements of 1 TAC 59.2 (c)(3)(C)(ii):**

**All contracts for collection of delinquent obligations should contain provisions stating . . . that the person is required to place any funds collected in an interest bearing account with amounts collected, plus interest, less collections costs, payable to the agency on a monthly basis or by direct deposit to the agency's account on a weekly basis with the agency billing once a month; in either case a listing of the accounts and amounts collected per account should be submitted to the agency upon deposit of the funds . . .**

**DELETE THIS NOTE FROM FINAL CONTRACT.]**

**\*** 7. Payments received by Contractor shall be direct deposited in the University's Bank Account Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at (bank) once a week. The Contractor shall upon such deposit provide a copy of said weekly deposit to the University along with a statement of collections received on each debtor's account to include a listing of the accounts and amounts collected per account.

**\*** 8. The following collection fees shall be the sole consideration paid to Contractor for its Services under this Contract:

\_\_\_\_\_\_\_\_\_% collection fee on the delinquent balance of each account collected without the filing of suit. To the extent allowed by the Debtor's signed agreement or as otherwise authorized by law, this collection fee is to be collected in addition to the balance due. The percentage collection fee shall be based on the money actually collected which is past due and which is deposited in the University's bank account.

**\***The University shall not be liable to the Contractor for any costs, fees or expenses incurred by Contractor in the collection of accounts over and above the percentage commission allowed in Item B.8. above. THE CONTRACTOR WILL NOT BE AUTHORIZED TO FILE LAWSUITS ON BEHALF OF THE UNIVERSITY IN ORDER TO COLLECT ACCOUNTS. The University will be responsible only for the specified commission and no other expenses incurred by Contractor. Said commission fee shall be paid to Contractor on the \_\_\_\_\_ day of each month.

**\*** 9. Contractor shall be responsible for ensuring that the accounts are updated to reflect the amount actually past due. Contractor shall return an account to the University as soon as the delinquency has been paid. Contractor shall exercise special care to ensure that the entire principal with interest and penalties assessed and collection fees, as authorized by the Debtor's signed agreement or as otherwise authorized by law, have been paid before informing the borrower or debtor that the debt is paid in full.

**\*** 10. Contractor shall reimburse the University for any amount which becomes uncollectible or which is lost due to any act or omission of the Contractor or its officers, agents or employees. Such acts or omissions may include, but are not limited to, accepting a compromise settlement for less than the total amount due without authorization of the University, acknowledging that a payment constitutes payment in full when in fact the loan or account is not paid in full, and failing to immediately refer any Notice of Bankruptcy to the University. In no event will Contractor (1) settle or compromise an account for less than the full amount owed (including collection costs where authorized by statute or terms of the obligation) without written authority from the University or (2) fail to refer any Notice of Bankruptcy to the University within three (3) working days of Contractor’s receipt of such Notice.

**\*** 11. Contractor agrees to suspend action either temporarily or permanently on any account referred for collection upon notification to do so by the University and to return accounts to the University upon request. Accounts referred to Contractor by University shall be returned to the University if there is no payment activity for four (4) consecutive calendar months since date of last transaction.

**\*** 12. No collection fees shall be paid to Contractor on accounts which are referred for collection, but on which the University receives payment prior to any collection efforts being performed by Contractor.

**\*** 13. No collection fee shall be paid to Contractor on accounts which are deferred, postponed or canceled.

**\*** 14. Contractor shall not share in funds collected by the University as a result of exercise or enforcement by the University of any statutory rights (including but not limited to enforcement of hospital liens), its right to offset monies owed the debtor by the State of Texas or the University or its rights to hold the grades, degree or transcript or bar the readmission of the debtor. The University will notify Contractor of any monies received pursuant to exercise of these rights.

**\*** 15. Any amounts received by Contractor which are in excess of that which is due and payable are overpayments and shall be forwarded in full to the University with an explanation that the amount is an overpayment. Contractor shall not be entitled to a collection fee for overpayments and shall not retain any portion of an overpayment.

16. Contractor agrees to without charge promptly cancel and return to the University all accounts on which collection activity has ceased or accounts which are requested to be returned by the University. Contractor agrees to return accounts with a record of any contacts made with the borrower including current address, telephone number, and any other information that will aid in the future collection of the account. The transmission of such information is part of the Services to the University that Contractor agrees to perform.

**\*** 17. Contractor shall appoint at least one representative who will have primary responsibility and authority for the University's accounts.

**\*** 18. Contractor will maintain records as they pertain to said accounts in such a manner as to be auditable by the University during normal business hours, at any time during the term of this Contract and for a period of seven (7) years thereafter. Contractor will not destroy any of the records and documents relating to University accounts until it has received written permission to do so from the University. Contractor understands that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors. To the extent applicable to the Contract, in accordance with Section 1861(v)(I)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor agrees to allow, during and for a period of not less than seven (7) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

19. Contractor shall promptly respond to complaints or inquiries transmitted to Contractor by the University which arise out of Contractor's performance of this Contract.

**\*** 20. Contractor shall be responsible for and shall protect the University from loss of any funds collected while the funds are in the custody of the Contractor. Contractor shall promptly transmit to the University all funds collected regardless of any such loss. Contractor shall maintain in force for the period of this Contract, and following its termination, for so long as the Contractor is engaged in collecting the University's accounts, a blanket performance bond in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, payable to the University to protect the University against any loss or failure of Contractor or any of its officers, employees or agents to transmit to the University for any reason the monies collected as required by this Contract. The bond shall be in a form and issued by a surety satisfactory to the University and shall require at least sixty (60) working days' advance written notice of cancellation to the University. These limits are minimum limits and Contractor shall increase the amount of the bond upon request of the University.

In addition to the above, Contractor, consistent with its status as an independent contractor, will carry the following insurance coverages in the form, with the companies and in the amounts (unless otherwise specified) as the University may require:

Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than $1,000,000.

Each Accident $1,000,000

Disease Each Employee $1,000,000

Disease Policy Limit $1,000,000

Commercial General Liability Insurance with limits of not less than:

General Aggregate $2,000,000

Products & Completed Operations Aggregate $2,000,000

Personal & Advertising Injury $1,000,000

Each Occurrence $1,000,000

Fire Damage (any one fire) $ 50,000

Medical Expenses (any one person) $ 10,000

Commercial Automobile Liability Insurance covering all owned, non‑owned or hired automobiles, with coverage for at least $1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Director and Officer Liability Insurance with coverage of not less than One Million Dollars ($1,000,000) per claim.

[Note to University: You might consider requiring Errors & Omissions coverage, fidelity bond, Cyber Liability coverage or security breach coverage]

Policies must include a waiver of all rights of subrogation and other rights in favor of University**. Further, University reserves the right to require Contractor to maintain additional or different insurance coverage that will adequately compensate University for any damages resulting from the negligence; recklessness; or the intentional acts of the Contractor or its agents.**

Contractor will deliver to the University:

1. Evidence satisfactory to the University in its sole discretion, evidencing the existence of all the required insurance and bonding promptly after the execution and delivery hereof and prior to the performance or continued performance of any Services to be performed by Contractor hereunder from or after the date of the Contract; and
2. Additional evidence, satisfactory to the University in its sole discretion, of the continued existence of all required insurance not less than thirty (30) days prior to the expiration of any required insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies or bond, the University will have the right to make the payments and set‑off the amount thereof against the next payment coming due to Contractor under the Contract.

Such insurance policies, with the exception of Workers’ Compensation and Employer’s Liability, will name and the certificate will reflect the University as Additional Insured and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to the University, giving the University the right to pay the premium to maintain coverage, in which event Section B.20.B. will apply.

The insurance policies required in the Contract will be kept in force for the periods specified below:

B.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Director and Officer Liability Insurance will be kept in force until receipt of Final Payment made by Contractor to University; and

B.2 Workers' Compensation Insurance and Employer’s Liability Insurance will be kept in force until the Services have been fully performed and accepted by the University in writing.

**\*** 21. Either party has the right to cancel this Contract upon thirty (30) days written notice to the other party. Upon notification of cancellation, Contractor must immediately cease all collection efforts on University accounts. Monies received by Contractor during the sixty (60) day period immediately following the cancellation date will be subject to the fee provisions of Paragraph B.8. All accounts shall be returned to the University within sixty (60) days of the cancellation of this Contract.

22. Upon the termination of the Contract, other than as provided in Paragraph B.21, Contractor shall return all accounts to the University and any collections received by the Contractor after such termination date shall be sent to the University without a fee charge.

23. All money received for an account after the date that the account was required to be returned to the University under any provision of this Contract shall be returned in full by Contractor to the University.

**\*** 24. Should Contractor either fail or refuse to return an account to the University as required by any provision of this Contract, Contractor shall cease any further collection effort on the account and shall consider the account under the control of the University. Contractor shall be responsible for all costs, fees, and expenses incurred by the University in its efforts either in or out of court to obtain the return of accounts. Contractor shall also be responsible for any claims or damages which may arise from its failure or refusal to return accounts in a timely fashion.

**(To be included only if this contract deals with collection of student loans):**

25. Contractor, pursuant to Federal Regulation, agrees to comply with all applicable statutory provisions of or applicable to Title IV of the Higher Education Act of 1965, as amended and as set forth in 34 CFR Section 668.25.

ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

THE UNIVERSITY OF TEXAS COLLECTION AGENCY NAME

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

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

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBIT A

At a minimum, the following reports must be submitted monthly:

1. A report detailing all active accounts (by name, social security or other account number, and amount)

2. A report detailing all amounts paid during the month

3. A schedule of aged accounts receivable for all active accounts