

Provider shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety (“DPS”) information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person’s national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

Provider must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

Provider must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Provider has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this contract, or cancel the contract.

WARNING: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

SISD may terminate this Contract if SISD determines that the person or business entity failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. SISD will compensate the Provider only for Services performed before the termination of the Contract as set forth in Article V.

XVIII. RELEASE OF INFORMATION

Unless required by law, the existence and terms of this Contract may not be disclosed by Provider to any third party without the prior written consent of SISD. Provider may not publish or use any publicity materials relating to this Contract or use SISD’s name without the consent of SISD.

XIX. RECORDS RETENTION AND AUDITS

SISD or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the Provider’s records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Provider shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U. S. Government or the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

XX. STUDENT RECORDS

To the extent that Provider will come into possession of student records and information, and to the extent that Provider will be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, Provider agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act (FERPA).

XXI. TEXAS PUBLIC INFORMATION ACT

In the event that SISD is required to furnish information or records pursuant to the Texas Public Information Act, Provider shall furnish all such information and records to SISD and SISD shall have the right to release such information and records.

XXII. BUSINESS ETHICS

During the course of pursuing contracts, and the course of contract performance, Provider will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial

gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of SISD, its authorized agents and representatives, or to family members of any of them. At any time, Provider believes there may have been a violation of this obligation, Provider shall notify SISD of the possible violation. SISD is entitled to request a representation letter from Provider, its subcontractors or vendors at any time to disclose all things of value passing from Provider, its subcontractors or vendors to SISD's personnel or its authorized agents and representatives.

XXIII. BUSINESS CERTIFICATES / TAXES

All Provider or professional services providers entering into a contract with SISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.

Corporations (domestic or foreign*) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and Taxes are paid.

Partnerships and Joint Stock Companies, and Limited Liability Partnerships (domestic or foreign*) shall be properly registered with the Texas Secretary of State in accordance with the Texas Business Organizations Code, Title 4 and Chapters 2, 3, and 4 relating to organization and requirements of partnership entities. All partners in a limited partnership must file a "Certificate of Limited Partnership" with the Texas Secretary of State, which shall be made available for inspection upon request.

The Provider whether corporate, partnership or sole owner must be current on SISD Property Taxes. If commercial personal property is located in the SISD jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22, Section 22.01, of the Texas Tax Code.

***Note:** Foreign means formed under laws of another state; Domestic means formed under Texas laws.

XXIV. CONFIDENTIAL & PROPRIETARY INFORMATION

The parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this Contract. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

XXV. DATA AND PROPRIETARY RIGHTS

All Work, as defined under this contract, shall be deemed "Work Made for Hire" as defined by the United States Copyright Law, and SISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by Provider personnel in the course of performing the Work.

XXVI. DEBARMENT AND SUSPENSIONS

Provider certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

XXVII. COMPLIANCE WITH TEXAS LAW REGARDING FOREIGN ORGANIZATIONS AND ISRAEL BOYCOTTS

Provider hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State (the "Foreign Organization List"). In the event that Contract is added to the Foreign Organization List at any time during the term of the Contract, Provider shall promptly provide notice to SISD. SISD may, at its discretion, terminate the Contract immediately upon receipt and verification of information, by any means, that Provider has been added to the Foreign Organization List. Provider further certifies if (a) Provider is not a sole proprietorship; (b) Provider has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Provider hereby certifies and verifies that neither the Provider, nor any affiliate, subsidiary, or parent company of the Provider, if any (the "Provider Companies"), boycotts Israel, and the Provider agrees that the Provider and Provider Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

XXVIII. CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPLANIES

If (a) Provider is not a sole proprietorship; (b) Provider has ten (10) or more full-time employees; and (c) this Contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the Provider hereby certifies and verifies that the Provider, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Contract. For purposes of this Addendum, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, which exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

XXIX. CERTIFICATION PHOHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

If (a) Provider is not a sole proprietorship; (b) Provider has at least ten (10) full-time employees; (c) this Contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that Provider is not a sole-source provider or SISD has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), the Provider hereby certifies and verifies that the Provider, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. For purposes of this Contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing

business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

XXX. CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

SISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the Provider direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the SISD for product warranty and support purposes. Provider, certifies that neither it nor its parent company nor any affiliate of Provider or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including 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; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Addendum, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). The Provider verifies and certifies that Provider will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

XXXI. SEVERABILITY

If any covenant or other provision of this Agreement is invalid, illegal or incapable of being enforced by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions and provisions shall remain in full force and effect. No covenant shall be deemed dependent upon any other covenant or provision unless so expressed in this Agreement.

XXXII. COMPLETE UNDERSTANDING

This Contract shall constitute the complete understanding of Provider and SISD, and may not be modified in any manner without the express written consent of both parties.

By signing the Contract, the Provider affirms that there is no personal or financial conflict of interest between the Provider or the Provider's family and the District.

(The remainder of this page intentionally left blank. See next page for signatures.)

SIGNATURE PAGE FOR CONTRACTS UNDER \$50,000 OR COOP OR BID

IN TESTIMONY WHEREOF, having agreed to the foregoing terms and with the intention of being bound, the parties hereto have executed this Agreement as of the dates shown below.

PROVIDER

SPRING INDEPENDENT SCHOOL DISTRICT (SISD)

Business Name: _____

By (signature): _____

By: _____

Lupita Hinojosa, Ed.D.
Superintendent of Schools

Date

By (Name & Title): _____

Date: _____

Taxpayer ID Number: _____

SIGNATURE PAGE FOR CONTRACTS \$50,000 AND OVER

IN TESTIMONY WHEREOF, having agreed to the foregoing terms and with the intention of being bound, the parties hereto have executed this Agreement as of the dates shown below.

PROVIDER

SPRING INDEPENDENT SCHOOL DISTRICT

Business Name: _____

By: _____
Rhonda Newhouse
President of Board of Trustees

Date

By (signature):

By: _____
Lupita Hinojosa, Ed.D.
Superintendent of Schools

Date

By (Name & Title):

Date: _____

Taxpayer ID Number:
