

DRAFT AGREEMENT BETWEEN
THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER

AND

FOR THE
SALE AND REMOVAL OF THE FRESCO LOCATED
WITHIN THE HOUSTON MAIN BUILDING

M. D. ANDERSON AGREEMENT No. _____

This Agreement is made as of _____, 2009 (the "Effective Date"), by and between

Owner: The University of Texas M. D. Anderson Cancer Center
 c/o Capital Planning and Management
 6900 Fannin, Suite 1010, Mail Box 703
 Houston, Texas 77030

and

Contractor: _____

Project: MDA Project No. 80045
 Sale and Removal of the HMB Fresco

Sales Price: _____

The Owner and the Contractor agree as follows:

ARTICLE 1 GENERAL SCOPE OF WORK

1.01 This Agreement is for the removal by Contractor from the Owner's premises at no cost to the Owner of the fresco painted by Peter Hurd and entitled "The Future Belongs To Those Who Prepare For It" and which is located within the ground floor lobby of the Houston Main Building. Contractor represents that it has the knowledge, ability, skills and resources to provide such services in accordance with acceptable industry standards and practices and in accordance with the Owner's requirements and the terms of the Agreement. Contractor represents that it understands the conditions by which it will be required to conduct work under the terms of the Agreement.

ARTICLE 2 CONTRACTOR'S GENERAL SERVICES AND RESPONSIBILITIES

2.01 **Overall Responsibility:** Contractor has overall responsibility for and shall furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the work, or any phase of the work, in accordance with the Owner's requirements and the terms of the Agreement. The term "reasonably inferable" takes into consideration the understanding of the parties that some details necessary for completion of the work may not be shown on drawings or included in the specifications, but they are a requirement of the work if they are a usual and customary component of the work or otherwise necessary for the removal of the fresco.

2.02 **Representative:** Contractor shall designate a representative primarily responsible for Contractor's services under this Agreement. The designated representative shall act on behalf of Contractor with respect to all phases of Contractor's services and shall be available as required for the benefit of the work and the Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

2.03 **Standard of Care:** Contractor agrees to use its best professional efforts, skill, judgment, and abilities to perform Contractor's services in an expeditious and timely manner as is consistent with professional standards of care and the orderly progress of the work. Contractor shall at all times provide a sufficient number of qualified personnel to accomplish Contractor's services within the time limits set forth in the Agreement.

2.04 **Compliance with Laws and Regulations:** Contractor shall perform its services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the services.

2.05 **Existing Conditions:** Contractor shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Contractor by Owner, or any other party, that Contractor uses for the work.

2.06 **Safety:** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the removal of the fresco. Contractor's safety program shall comply with all applicable requirements of the Occupational Safety and Health Act of 1970 and all other applicable federal, state and local laws and regulations and Owner's safety requirements.

2.07 **Coordination of Work with Owner:** The contractor shall provide for and coordinate in advance with Owner for the physical removal, temporary storage, and hauling away of the fresco material or sections. The removal of this fresco is to be performed in anticipation of the future demolition of the Houston Main Building and will be coordinated through M. D. Anderson's Office of the Vice President of Operations and Facilities. The actual start date for the fresco removal will be established by M. D. Anderson's Office of the Vice President of Operations and Facilities. The Contractor shall provide the basic time frame for removal and shall submit a detailed removal work plan ("Removal Plan") for completion of the project. If work has to be stopped for any reason by either party, a time extension for

the fresco removal will be mutually negotiated between the parties in accordance with the general terms and conditions of this Agreement.

2.08 **Hazardous Materials:** Upon or during removal of the fresco, if the Contractor uncovers any suspected hazardous materials including asbestos, the Contractor shall notify Owner's project manager and any other designated Owner's representative immediately. The fresco structure has been tested for asbestos. Although no asbestos was located within the fresco, Owner makes no warranty or guarantee related to asbestos within the fresco structure. Various other adjacent materials have also been tested and found to contain asbestos. In collaboration with the Contractor's Removal Plan, Owner will abate at its cost the adjacent materials on an "as required" basis to facilitate removal of the fresco through the HMB entrance door to the Contractor's transportation vehicle. All other costs associated with the removal of the fresco will be the sole and exclusive responsibility of the Contractor.

2.09 **Premises:** The Contractor's use of the Owner's premises during deconstruction activities are governed by Owner's premise rules, also known as Rider 106 attached herein. Further, Owner will appoint a project manager to govern the removal of the fresco. Such project manager may issue additional guidelines as needed in coordinating the overall general demolition of Owner's Houston Main Building. The Contractor shall confine deconstruction activities to areas as proposed by the project manager. The Contractor shall keep driveways and entrances, egresses and regresses serving the premises and fresco work area, clear and available to Owner and its employees at all times.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.01 **Representative:** The Owner designates the Associate Vice President, Capital Planning and Management, as its representative for the purpose of administering this contract.

3.02 **Entry on Land:** The Owner shall assist Contractor in gaining entry to the Owner's Houston Main Building when requested by Contractor to perform its services under this Agreement.

3.03 **Condition of Fresco:** The parties acknowledge that the condition of the Houston Main Building is deteriorating and that the building is subject to subsidence. Such conditions led to a public opportunity for interested respondents to submit proposals for the removal of the fresco. Owner makes no warranty or guarantee as to the fresco's ongoing condition and as such, will not be liable for damage, if any, that may occur prior to, during, or after removal activities. Further, M. D. Anderson is not obligated to take any actions to preserve the condition of the fresco.

3.04 **Transfer of Title:** In order to facilitate the Contractor's intent to remove the fresco, transport it to another location, and reinstall it, Owner shall execute such documents that may be reasonably required to convey to Contractor, full and complete title to the fresco, free and clear of all liens, claims, and encumbrances. As conditions precedent to Owner's transfer of title, Contractor must remit the Sales Price to Owner and Contractor must remove the fresco from Owner's property.

ARTICLE 4 COMPENSATION

4.01 **Owner's Financial Obligation:** Owner shall sell the fresco "**AS IS**" to Contractor. As a condition precedent to Owner's sale of the fresco, Contractor shall remove the fresco from Owner's property at no cost to Owner.

4.02 **Contractor's Financial Obligation:** The Contractor shall secure the services of contractors, subcontractors, surveyors, engineers, and other special consultants as may be necessary for the removal of the fresco. Contractor, at Contractor's cost, shall arrange and pay for all materials, equipment, tools and labor as necessary or reasonably inferable to complete the work. Contractor shall pay the Sales Price to Owner within ten (10) calendar days after execution of the Agreement. The Contractor agrees that the Sales Price shall be non-refundable.

Contractor shall pay to Owner the Sales Price of:

_____ Dollars (\$_____).

Contractor shall remit payment to:

Treasury Services
The University of Texas
M. D. Anderson Cancer Center
P. O. Box 4390
Houston, Texas 77210-4390

ARTICLE 5 TIME

5.01 TIME LIMITS STATED IN THIS AGREEMENT ARE OF THE ESSENCE OF THIS AGREEMENT. CONTRACTOR SHALL REMOVE THE FRESCO BY _____, 2010 UNLESS OTHERWISE APPROVED IN WRITING BY OWNER.

ARTICLE 6 TERMINATION OF AGREEMENT

6.01 **Termination for Cause:** This Agreement may be terminated by either party upon ten (10) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured prior to the expiration of the notice period.

6.02 **Termination for Convenience:** This agreement may be terminated for convenience by the Owner in whole or in part, upon at least ten (10) days' written notice to Contractor.

6.03 **Continuation:** Termination of this Agreement for any reason shall not relieve Contractor or any of its employees of liability for violations of this Agreement, any act or omission, or negligence of Contractor that occurs before the effective date of the termination. In the event of a termination, Contractor hereby consents to employment by Owner of a substitute entity to complete the services under this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

7.01 **Government Code Chapter 2260 Controls:** To the extent that Chapter 2260 of the Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used by Owner and Contractor to attempt to resolve any claim for breach of contract made by Contractor.

- (1) The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- (2) Neither the occurrence of an event giving rise to a breach of contract claim nor a pending claim constitute grounds for the suspension of performance by Contractor, in whole or in part. Owner and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.
- (3) It is agreed that such process is not invoked if Owner initiates the dispute by first bringing a claim against Contractor, except at Owner's sole option. If Owner makes a claim against

Contractor and Contractor then makes a counterclaim against Owner as a claim under Chapter 2260 and in compliance therewith, the Owner's original claim against Contractor does not become a counterclaim and is not subject to the mandatory counterclaim provisions of Chapter 2260 of the Texas Government Code, except at the sole option of the Owner.

7.02 **Owner's Representative:** The Owner designates the Vice President, Operations and Facilities, as its representative in dispute resolution procedures.

ARTICLE 8 INSURANCE

8.01 **Insurance:** For services performed on Owner's premises, the Contractor shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
Commercial General Liability	
	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Business Auto Liability	
Combined Single Limit	\$1,000,000 each occurrence

8.02 **Notice of Cancellation:** Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

8.03 **Policy Review:** Upon request by the Owner, Contractor shall furnish complete sets of its insurance policies to Owner for review.

ARTICLE 9 INDEMNIFICATION

9.01 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, AND HOLD HARMLESS THE OWNER AND THE UNIVERSITY OF TEXAS SYSTEM, ITS AFFILIATED ENTERPRISES, REPRESENTATIVES OF THE OWNER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, REGENTS, PARTNERS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF TO THE EXTENT THEY ARE CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE. IF MORE THAN ONE

INDEMNITOR CAUSES AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, EACH INVOLVED INDEMNITOR SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION. THE APPORTIONMENT OF RESPONSIBILITY AMONG MULTIPLE INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE RESOLVED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW.

9.02 CONTRACTOR SHALL PROTECT AND INDEMNIFY THE OWNER FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY CONTRACTOR, OR BY OWNER AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, OWNER SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, OWNER AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

9.03 The indemnities provided in this Agreement shall survive the termination of this Agreement for any reason.

ARTICLE 10 NOTICES

10.01 All notices, consents, approvals, demands, requests or other binding communications under this Agreement shall be in writing. Written notice may delivered in person to the designated representative of the Contractor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

10.02 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

(1) If to Owner: Dwain Morris
VP, Finance and Accounting
1515 Holcombe Blvd. Unit 0050
Houston, Texas 77030

(2) With Copies to: William E. Bailey
Director, Capital Contracts and
Financial Management
6900 Fannin, Suite 1010
Houston, Texas 77030

(3) If to Contractor: _____

ARTICLE 11 SPECIAL WARRANTIES

11.01 “AS IS:” OWNER IS WILLING TO SELL ITS FRESCO TO CONTRACTOR, AND CONTRACTOR AGREES TO ACCEPT OWNER’S FRESCO, “AS IS.” OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF GOODS, WARRANTY OF MERCHANTABILITY, AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

11.02 **Owner’s Liability.** Except for the obligation of Owner to allow Contractor entry upon its property to remove the fresco, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, employee, or regent of Owner, The University of Texas System, or of the components comprising The University of Texas System, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.01 **Appointment of Representative:** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative to act partially or wholly for Owner in connection with the performance of Owner’s obligations hereunder. Contractor shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.

12.02 **Independent Contractor:** Contractor acknowledges that it is engaged as an independent Contractor and that Owner shall have no responsibility to provide Contractor or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Contractor is responsible for all income taxes required by applicable law.

12.03 **Confidentiality:** All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for Owner, which is not generally known to the public, shall be confidential. Contractor shall not, beginning on the date of first association or communication between Owner and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor’s own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the work, Contractor shall not make any press releases, public statements, or advertisement referring to the work or the engagement of Contractor as an independent Contractor of Owner in connection with the work, or release any information relative to the work for publications, advertisement or any other purpose without the prior written approval of Owner. Contractor shall obtain assurances similar to those contained in this paragraph from persons, vendors and consultants retained by Contractor. Contractor acknowledges and agrees that a breach by Contractor of the provisions of this paragraph will cause Owner irreparable injury and, therefore, Contractor expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement. The rights and obligations of this paragraph shall survive the termination of this Agreement for any reason.

12.04 **Successors and Assigns.** The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of

this Agreement. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Agreement are, however, assignable by Owner.

12.05 **Subcontracting:** The Contractor agrees not to subcontract any part of the work without the prior written consent of Owner. If subcontracting is permitted, the Contractor must identify the subcontractor(s) to Owner prior to any subcontractor beginning work.

12.06 **Illegal Dumping.** Contractor shall ensure that it and all of its subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

12.07 **Loss of Funding:** Performance by Owner under this Agreement 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 Owner shall issue written notice to Contractor and Owner may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

12.08 **Open Records:** All information, documentation and other material submitted by the Contractor may be subject to public disclosure under the Public Information Act, Texas Government Code Chapter 552.

12.09 **Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, the Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

12.10 **Franchise Tax Certification:** A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

12.11 **Payment of Debt or Delinquency to the State:** Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement 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.

12.12 **Taxes:** The University of Texas System is a tax exempt State of Texas Agency under Chapter 151, Texas Tax Code and an institution of higher education.

12.13 **Eligibility Certification.** Pursuant to Section 2155.004, *Texas Government Code*, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

12.14 **Captions:** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

12.15 **Severability:** Should any provisions(s) of this Agreement be held invalid or unenforceable in any respect, that provision shall not affect any other provisions and this Agreement shall be construed as if the invalid or unenforceable provision(s) had not been included.

12.16 **Waivers:** No delay or omission by either party in exercising any right or power provided under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver of

the right or power. A written waiver granted by either of the parties of any provision of this Agreement shall not be construed as a future waiver of that provision or a waiver of any other provision of the Agreement.

12.17 **Force Majeure:** No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.

12.18 **Governing Law and Venue:** This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in Harris County, Texas. Harris County is the sole venue for any legal action to enforce this Agreement.

12.19 **Entire Agreement:** This Agreement constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Agreement or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Agreement.

12.20 **Financial Interest:** By signature hereon, Contractor certifies that no member of the Board of Regents of the University of Texas System, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.

12.21 **Products and Materials Produced in Texas:** If Contractor will provide services under this Agreement, Contractor covenants and agrees that in accordance with Section 2155.4441 Texas Government Code, in performing its duties and obligations under this Agreement, 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.

12.22 **Authority to Act:** If Contractor is a corporation or limited liability company, Contractor warrants, represents, and agrees that (1) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of the Contractor has been duly authorized to act for and bind Contractor.

12.23 **Responsibility for Individuals Performing Services and Criminal Background Checks:** Each individual who is assigned to perform the work under this Agreement will be an employee of the Contractor or an employee of a permitted subcontractor or consultant engaged by the Contractor. Contractor is responsible for the performance of all individuals performing the work under this Agreement. Prior to commencing the work, Contractor will (1) provide Owner with a personnel list identifying all individuals who may be assigned to perform the work, and (2) have an appropriate criminal background screening performed on all such individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the work is qualified to provide such services. Contractor will not knowingly assign any individual to provide services on Owner's property who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Prior to commencing performance of the work under this Agreement, Contractor will provide Owner a letter signed by an authorized representative certifying compliance with this Section. Contractor will provide Owner an updated personnel list and certification letter each time there is a change in the individuals assigned to perform the work.

12.24 **Publicity:** It is the policy of M. D. Anderson that no endorsement by M. D. Anderson be stated or implied by Contractor for any of Contractor's products or services. All materials utilizing the name or trademarks of M. D. Anderson or The University of Texas in advertising, marketing and sales promotion materials must be submitted to M. D. Anderson's Office of Public Affairs for prior written approval.

Mailing Address: (Via U.S. Mail)

Vice President of Public Affairs, Unit 229
The University of Texas
M. D. Anderson Cancer Center
1515 Holcombe Boulevard
Houston, Texas 77030
Tel: (713) 792-3030

12.25. Conformance with and Subordination to Law:

The parties acknowledge that M. D. Anderson is an agency of the State of Texas and under the Constitution and laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and laws of the State of Texas. Notwithstanding any provision of this Agreement, nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver or restriction of any of the rights, remedies, claims, and privileges of the State of Texas. Moreover, notwithstanding the generality or specificity of any provision of this Agreement (including, without limitation, any provision pertaining to indemnification, a cap on liability, a limitation of damages, or a waiver or limitation of rights, remedies, representations or warranties), the provisions of this Agreement as they pertain to M. D. Anderson are enforceable only to the extent authorized by the Constitution and laws of the State of Texas.

M. D. Anderson will not be required to perform any act or to refrain from any act that would violate the laws or Constitution of the State of Texas.

The parties recognize that this Agreement is subject to, and agree to comply with, all applicable local, state, and federal laws, statutes, rules and regulations. Any provision of any law, statute, rule or regulation that invalidates any provision of this Agreement, that is inconsistent with any provision of this Agreement, or that would cause one or both of the parties hereto to be in violation of law will be deemed to have superseded the terms of this Agreement. The parties, however, will use their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the law and negotiate in good faith toward amendment of this Agreement in such respect.

The Contractor agrees to comply with the applicable provisions of M. D. Anderson's Institutional Code of Conduct in its performance under this Agreement.

12.26 Quality Assurance: By signing this Agreement, Contractor affirms, certifies, and warrants that by agreeing to provide the contracted services to M. D. Anderson, Contractor agrees to (a) comply with all applicable standards of the Joint Commission on Accreditation of Healthcare Organizations ("Joint Commission"); (b) implement and monitor a quality assurance process that complies with Joint Commission standards; (c) comply with applicable Joint Commission privileging standards for licensed independent practitioners; (d) upon request, provide assurance to M. D. Anderson of a licensed independent practitioner's privileging file; and (e) provide M. D. Anderson with periodic reports of its quality assurance indicators and/or permit M. D. Anderson to conduct periodic quality assurance audits of Contractor's services as otherwise specified in this Agreement.

BY SIGNING BELOW, Contractor has executed and bound itself to this Agreement as of the day and year first above written. The Agreement shall become effective only upon execution of the Agreement by both parties and the issuance of a Purchase Order by Owner to Contractor. Change orders, additional services, amendments, modifications, deletions or other changes to the Agreement, if any, shall become effective only upon issuance of a Purchase Order by Owner to Contractor. Only Supply Chain Services is authorized to award official agreements and issue Purchase Orders binding on an Owner.

SEAL:

WITNESS:

[Name of Contractor]:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

CONTENT APPROVED:

M. D. ANDERSON CANCER CENTER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

The following Exhibits are fully incorporated into this Agreement by reference:

EXHIBITS

Exhibit A – Scope of Work

Exhibit B – Rider 105: Contractor’s Affirmations and Warranties

Exhibit C – Rider 106: Premise Rules

Exhibit D – Rider 107 – Travel Policy

Exhibit E – Rider 117: Compliance with Institutional Policies

Exhibit F – Sales Tax Exemption Certificate

Exhibit G – Respondent’s Execution of Offer

**EXHIBIT A –
SCOPE OF WORK**

EXHIBIT A – SCOPE OF WORK
SALE AND REMOVAL OF FRESCO

The University of Texas M. D. Anderson Cancer Center (“M.D. Anderson”) is seeking proposals from interested respondents to purchase “AS IS” and remove at no cost to the Owner the fresco painted by Peter Hurd and entitled “The Future Belongs To Those Who Prepare For It” and which is located within the ground floor lobby of the Houston Main Building (“HMB”). This removal process is targeted to commence in June 2010 and must be completed by December 20, 2010.

The fresco is painted on a curved masonry block wall bound together by lathe and plaster to which the painting is applied. The mural is approximately 47 feet wide by 15 feet tall and is depicted by the photos accompanying this Request for Proposals. Earlier investigations by competent contractors indicate that it may be possible to remove the fresco as one piece. However, M. D. Anderson does not intend to adhere to a one piece removal process and encourages respondents to be as creative as necessary to accomplish the objective of removing the art piece in a fashion suitable to its re-assembly and restoration at its proposed new location. The proposed final site location is to be disclosed as part of the response to the Request for Proposals.

The fresco structure has been tested for asbestos. Although no asbestos was located within the fresco, Owner makes no warranty or guarantee related to asbestos within the fresco structure. Various other adjacent materials have also been tested and found to contain asbestos. In collaboration with the successful respondent’s Removal Plan, Owner will abate at its cost the adjacent materials on an “as required” basis to facilitate removal of the fresco through the HMB entrance door to the successful respondent’s transportation vehicle. All other costs associated with the removal of the fresco will be the sole and exclusive responsibility of the successful respondent.

The successful respondent must demonstrate actual documented and verifiable proof of financial resources and responsibility committed to this specific project. The successful respondent must also submit a written plan to be approved by M. D. Anderson for the successful execution of planning, rigging, and removal of the fresco through the front building entrance off Holcombe Blvd. A proposed schedule is an integral part of the submitted plan. The submitted written plan is to list a history and resume documenting the respondent’s professional skill and expertise, knowledge and experience in preparing, rigging and removal of similar delicate and/or challenging cargo. There will be a prebid meeting in which interested respondents will be provided an opportunity to tour the site and to take additional photographs if deemed necessary. Owner will also consider, solely at its discretion, additional opportunities for interested respondents to view the site for preparation of their proposals.

**EXHIBIT B –
RIDER 105 – CONTRACTOR AFFIRMATIONS**

RIDER 105
CONTRACTOR'S AFFIRMATIONS AND WARRANTIES

By signing the Agreement, or accepting the Purchase Order, to which this Rider is attached Contractor affirms, certifies, and warrants that the information set forth in this Rider is current, complete, and accurate. Contractor agrees that in the event Contractor makes a false statement by affirming, certifying, or warranting the information set forth in this Rider, M. D. Anderson may, at its option, terminate the Agreement/Purchase Order to which this Rider is attached without further liability, and Contractor shall be removed from all M. D. Anderson bid lists.

Contractor agrees to notify M. D. Anderson in writing within thirty (30) days of any changes in the affirmations, certifications, and warranties made by Contractor under this Rider.

1. By signing the Agreement, or accepting the Purchase Order, Contractor affirms, certifies, and warrants that it has neither given, offered to give, and has no intention to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement/Purchase Order.
2. By signing the Agreement, or accepting the Purchase Order, Contractor affirms, certifies, and warrants that neither Contractor nor the firm, corporation, partnership or institution represented by Contractor, or anyone acting for such firm, corporation, or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et. seq. *Texas Business and Commerce Code*, or the federal antitrust laws, nor communicated directly or indirectly Contractor's bid or proposal made to M. D. Anderson to any competitor or any other person engaged in such line of business. By signing the Agreement, Contractor affirms, certifies, and warrants that it has not received compensation for participation in the preparation of the specifications for this Agreement or of the request for proposal—on which this Agreement is based. (Reference Section 2155.004, *Texas Government Code*.)
3. By signing the Agreement, or accepting the Purchase Order, Contractor affirms, certifies, and warrants that it is not suspended, debarred, or listed in the U.S. General Services Administration's List of Parties Excluded From Federal Procurement or Non-Procurement Programs, or excluded from award by the United States Office of the Inspector General ("OIG") regarding Medicare, Medicaid, or other federal programs. Contractor further acknowledges that M. D. Anderson is prohibited by federal regulations from allowing any employee, subcontractor or agent of Contractor to work on site at M. D. Anderson'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 affirms, certifies, and warrants that it shall not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals/Entities issued by the OIG to work on site at M. D. Anderson's premises or facilities. Contractor affirms, certifies, and warrants that it shall perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the time such employees, subcontractors and agents are assigned to work on site at M. D. Anderson's premises or facilities. Contractor acknowledges that M. D. Anderson will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at M. D. Anderson's premises or facilities if such employee, subcontractor or agent is found to be on the OIG's List of Excluded Individuals/Entities. The OIG's List of Excluded Individuals/Entities may be accessed through the following Internet website: <http://oig.hhs.gov/fraud/exclusions/listofexcluded.html>.
4. By signing hereon Contractor certifies it qualifies status in one of the below as defined by the State of Texas.

4.1 Contractor, **is a Small Business** (as defined by Chapter 2155 of the Texas Government Code), and claims the following status:

- | | |
|---|--|
| _____ (100) Small Business, Non-HUB | _____ (160) Non-minority, Female, Small Business |
| _____ (100N) Disabled Person, Small Business | _____ (171) Asian Pacific American, Male, Small Business |
| _____ (141) Black American, Male, Small Business | _____ (172) Asian Pacific American, Female, Small Business |
| _____ (142) Black American, Female, Small Business | _____ (181) Native American, Male, Small Business |
| _____ (151) Hispanic American, Male, Small Business | _____ (182) Native American, Female, Small Business |
| _____ (152) Hispanic American, Female, Small Business | |

4.2 Contractor, **is not a Small Business** as defined above and claims the following status:

- | | |
|---------------------------------------|--|
| _____ (900N) Disabled Person | _____ (971) Asian Pacific American, Male |
| _____ (941) Black American, Male | _____ (972) Asian Pacific American, Female |
| _____ (942) Black American, Female | _____ (981) Native American, Male |
| _____ (951) Hispanic American, Male | _____ (982) Native American, Female |
| _____ (952) Hispanic American, Female | _____ (900) None of the above |
| _____ (960) Non-minority, Female | |

RIDER 105
CONTRACTOR'S AFFIRMATIONS AND WARRANTIES

4.3 Contractor is to indicate below if they are /are not certified by the Texas Procurement and Support Services Division of the Texas Comptroller's Office as a Historically Underutilized Business.

_____ **YES**, Contractor is certified by the Texas Procurement and Support Services Division of the Texas Comptroller's Office.

_____ **NO**, Contractor is not certified by the Texas Procurement and Support Services Division of the Texas Comptroller's Office.

4.4 Contractor is:

_____ A Non-Resident Contractor (e.g., does not maintain a permanently staffed full time office in Texas).

_____ A Resident Contractor (e.g., does maintain a permanently staffed full time office in Texas).

_____ Anticipating the use of Texas Non-Resident firms as sub-contractors and will provide information of such contracts, when requested.

_____ Not anticipating the use of Texas Non-Resident firms as sub-contractors.

5. By signing the Agreement, or accepting the Purchase Order, Contractor affirms, certifies, and warrants that it will comply with all specifications, requirements, terms, and conditions set forth in this Agreement/Purchase Order and on any rider or attachments to the Agreement/Purchase Order. Contractor affirms, certifies, and warrants that the products or services Contractor provides under this Agreement/Purchase Order will meet or exceed the specifications set forth in this Agreement/Purchase Order.

6. By signing the Agreement, or accepting the Purchase Order, Contractor affirms, certifies, and warrants that all statements and information prepared and submitted under this Agreement/Purchase Order (including all information submitted by Contractor in response to or to verify the affirmations, certifications, and warranties set forth in this Rider) are current, complete, and accurate.

7. If Contractor is a franchise, then

(a) Contractor affirms, certifies, and warrants that it shall maintain such franchise in full force and effect at all times during the existence of this Agreement/Purchase Order, and

(b) Contractor shall provide M. D. Anderson with all data that M. D. Anderson, in its sole discretion, deems necessary to identify Contractor's franchise, the date on which Contractor's franchise will expire, and to certify that Contractor's franchise remains in good standing at all times during the existence of the Agreement/Purchase Order.

8. By signing the Agreement, or accepting the Purchase Order, Contractor affirms, certifies, and warrants that (1) no relationship (whether by blood, marriage, business association, capital funding agreement or by any other kinship or connection) exists between Contractor and an employee of M. D. Anderson, and (2) Contractor has not been an employee of M. D. Anderson within the twelve (12) month period immediately prior to the date of this Agreement/Purchase Order, or (3) in the event such a relationship does exist, full written disclosure of the relationship has been made by Contractor to M. D. Anderson prior to the execution of this Agreement, or acceptance of Purchase Order. Contractor understands that all such disclosures will be subject to administrative review, and approval by M. D. Anderson prior to M. D. Anderson's execution of this Agreement/Purchase Order.

9. By signing the Agreement, or accepting the Purchase Order, Contractor affirms, certifies, and warrants that: (1) Contractor is not a party to any agreement with M. D. Anderson whereby it has licensed from M. D. Anderson any technology, invention, or other intellectual property that relates to or is used with any goods or services being acquired by M. D. Anderson hereunder; and (2) as a result of the sale to M. D. Anderson of the goods or services hereunder, Contractor will not owe, directly or indirectly, any royalties, fees, or other consideration of any kind to M. D. Anderson or any employee of M. D. Anderson under the terms of any license agreement with M. D. Anderson. Contractor will advise M. D. Anderson in writing of any change in status with respect to the foregoing items (1)-(2), by sending written notice within ten (10) days of such status change to: Legal Services, Unit 537, The University of Texas M. D. Anderson Cancer Center, P.O. Box 301439, Houston TX 77230-1439, ATTENTION: Chief Legal Officer.

10. OSHA COMPLIANCE

By signing the Agreement, or accepting the Purchase Order, Contractor affirms, certifies, and warrants that all goods and

**RIDER 105
CONTRACTOR'S AFFIRMATIONS AND WARRANTIES**

services furnished under this Agreement/Purchase Order will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect as of the date on which the goods or services are furnished.

11. **AFFIRMATIVE ACTION COMPLIANCE**

In addition to the Contractor's affirmation, certification, and warranty under Section 10 of this Rider, if this Agreement exceeds \$50,000.00 in value Contractor, shall provide a copy of its written Civil Rights "Affirmative Action Compliance Program" which shall be incorporated into Exhibit A to this Rider. If Contractor is NOT required to have such a written Civil Rights "Affirmative Action Compliance Program", Contractor must state the reasons why it is not required to have such a written program in Exhibit A to this Rider.

CONTRACTOR NAME

DATE

BY (ORIGINAL SIGNATURE)

COMPTROLLER I.D. NO., FEI NO. or SSN

TYPED NAME & TITLE

TELEPHONE NUMBER

CORPORATE CONTRACTORS SHALL FURNISH THE FOLLOWING INFORMATION:

WHERE INCORPORATED

CHARTER NUMBER

SOLE OWNER'S SOCIAL SECURITY NUMBER

EXHIBIT A

Civil Rights "Affirmative Action Compliance Program"

**EXHIBIT C –
RIDER 106 – PREMISES RULES**

RIDER 106 PREMISES RULES

If this Agreement requires Contractor's presence on M. D. Anderson's premises, buildings, grounds, facilities, or campus, whether owned, leased or otherwise controlled by M. D. Anderson (collectively, "M. D. Anderson's campus"), Contractor represents and warrants that it will ensure that its representatives, agents, employees, and permitted subcontractors are aware of, fully informed about and in full compliance with Contractor's obligations under the following rules:

- A. Contractor (and its representatives, agents, employees and permitted subcontractors) will comply with all applicable M. D. Anderson rules and policies, including, without limitation, those related to environmental quality, safety, fire prevention, noise, information security, and architectural barriers issued by M. D. Anderson's Department of Environmental Health and Safety, (713) 792-2888, and those that restrict the use of alcohol on M. D. Anderson's campus.
- B. M. D. Anderson is a smoke-free institution. Smoking, or use of smokeless tobaccos, is prohibited throughout M. D. Anderson's campus.
- C. Contractor will have the right to access only those areas in M. D. Anderson's campus that are public areas or areas that it is necessary for Contractor to access in order to provide the products and perform the services under this Agreement. Cellular telephones and two-way radios are prohibited in some areas of M. D. Anderson's campus and Contractor affirms, certifies, and warrants that its representatives, agents, employees, and permitted subcontractors will abide by such prohibitions.
- D. It is the policy of M. D. Anderson to maintain a safe environment free from violence on M. D. Anderson's campus. Any direct or indirect threats or acts of violent behavior are prohibited. Violence includes, but is not limited to, intimidating, threatening, or hostile behavior; physical or verbal abuse; harassment, stalking, vandalism, arson, sabotage, use of weapons, possession of weapons on institutional property, the threat of any of the above, or any other act inconsistent with M. D. Anderson's campus violence policy. Intentionally bringing a prohibited weapon including a licensed, concealed handgun on M. D. Anderson's campus is a violation of M. D. Anderson's campus violence policy. Furthermore, any violation of a law prohibiting violence and violent behavior (including, but not limited to, the violation of Section 37.125 of the Texas Education Code or of Section 46.03 of the Texas Penal Code) also constitutes a violation of M. D. Anderson's campus violence policy. Violators of M. D. Anderson's campus violence policy or of any law prohibiting violence or violent behavior may be removed from or refused further access to M. D. Anderson's campus. Contractor represents and warrants that Contractor and all of its representatives, agents, employees, and permitted subcontractors will comply with M. D. Anderson's campus violence policy and all laws prohibiting violence and violent behavior. M. D. Anderson reserves the right to pursue criminal or civil actions against violators of M. D. Anderson's campus violence policy or of any law prohibiting violence and violent behavior. Contractor will remove from the performance of any work under this Agreement any Contractor representative, agent, employee, or permitted subcontractor that M. D. Anderson, in its sole discretion, finds has violated M. D. Anderson's campus violence policy or any law prohibiting violence and violent behavior.
- E. Contractor will ensure all personnel sent to work at M. D. Anderson's campus that have direct patient care/contact under this Agreement will be able to show proof of a tuberculosis screening having been completed within ninety (90) calendar days prior to starting work at M. D. Anderson's campus and every two years thereafter. Contractor will also be able to show proof that these same personnel do not have active tuberculosis. The results of the screening will be made available to M. D. Anderson upon request. Contractors with direct patient care/contact will also inform M. D. Anderson whether any of its onsite personnel have had, been exposed to, or been vaccinated against chicken pox. This paragraph does not apply to contractors deemed by M. D. Anderson to not have direct patient care/contact.
- F. Contractor will be solely responsible for ensuring that all of its agents, employees, personnel, permitted subcontractors, or representatives abide by the provisions set forth in this Rider 106.
- G. The University of Texas Police Department ("UTPD") & Security Equipment:

The UTPD is the law enforcement agency of record for all property and premises owned, leased, or otherwise under the control of M. D. Anderson. The UTPD will be notified in matters relating to the following:
 - 1. Reporting of criminal incidents, including those occurring to or involving Contractor property and personnel if the incident occurs on M. D. Anderson campus;
 - 2. The investigation of crimes, including those involving Contractor's property and personnel, if the incident occurs on M. D. Anderson campus; and
 - 3. Reporting of security problems.
- H. Contractor will not retain the services of outside guard or law enforcement services in connection with work on M. D. Anderson's campus without the specific prior written approval of the Chief of the UTPD.
- I. Contractor will not install or operate any system intended to electronically control access and/or detect and report intrusion, hold-up or duress on any M. D. Anderson property, any M. D. Anderson leased premises or any premises otherwise under the control of M. D. Anderson. Where such systems are required due to the nature of the Contractor's operation, the UTPD will be responsible for approval, design and installation. Once approved by UTPD, the system's cost will be Contractor's responsibility.

**RIDER 106
PREMISES RULES**

- J. Installation by Contractor of any security system is subject to the review and approval of UTPD. If Contractor desires to install an electronic security system in accordance with the terms of this Agreement, Contractor will contact the UTPD - Crime Prevention Component of UTPD at (713) 792-2890 and request that UTPD establish design criteria for the application. Contractor will provide written evidence of the estimated cost of the electronic security system to the Technical Services Component of UTPD located at 7777 Knight Road and, if the electronic security system is approved by UTPD, the Technical Services Component of UTPD will coordinate the installation of the approved system. Upon written approval of the UTPD Chief, Contractor may use a commercial installation company to install the electronic security system under the coordination of the UTPD.
- K. All security related systems must be monitored and controlled by the UTPD and UTPD must be the primary monitoring station. If Contractor utilizes the services of a commercial alarm company or a proprietary alarm monitoring station, the system may report to such location after first transmitting the alarm to the UTPD.
- L. Contractor is responsible for the performance of the persons Contractor assigns to provide services for M. D. Anderson on M. D. Anderson's campus. Contractor will not knowingly assign individuals to provide services on M. D. Anderson's campus who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction. Prior to supplying labor services under this Agreement, M. D. Anderson may require Contractor to provide a list identifying the individuals that may be assigned to M. D. Anderson along with a letter signed by an appropriate officer of Contractor that affirms compliance with this Rider. Contractor will revise such letter each time there is a change in Contractor's personnel assigned to M. D. Anderson's campus, but in any case, annually on the anniversary date of this Agreement.
- M. Contractor will ensure that all individuals assigned by Contractor to perform services on M. D. Anderson's campus will display in plain view a photo identification badge provided by M. D. Anderson while on M. D. Anderson's campus.
- N. Contractor will retain resumes of all Contractor's employees assigned to this project. Contractor will ensure the proper maintenance of these documents for a minimum of one (1) year after contract completion. Contractor will maintain all documentation, including the results of any background checks, during the term of this Agreement.
- O. M. D. Anderson will have the right to reject any individual(s) that Contractor offers to assign to M. D. Anderson's account for any reason. In addition, if Contractor and/or its personnel fail to abide by these Premises Rules, M. D. Anderson will have the right to deny Contractor and its personnel access to M. D. Anderson's campus.
- P. M. D. Anderson will not be obligated to pay for labor hours supplied by any individual(s) upon whom a background check and records check is not completed or who fails to meet the standards described in this Rider.

**EXHIBIT D –
RIDER 107 – TRAVEL POLICY**

**Rider 107
TRAVEL POLICY**

All travel and expense costs will be calculated as follows:

1. Vendor must use regular coach (state rate or corporate rate, whichever is lower) air transportation for travel in excess of 200 miles, unless otherwise agreed by M. D. Anderson. In order to maximize discounted airfares, Vendor, with the cooperation of M. D. Anderson, will schedule on-site visits far enough in advance to take advantage of most advance-purchase offers. In the event meetings or on-site visits are cancelled by M. D. Anderson, the Vendor may charge for any advance-purchase cancellation penalties imposed by the airline.
2. Corporate or state, whichever is lower, rate discounts will be used for hotel accommodations.
3. Maximum billable amount per person per day for meals will be \$36.00. Departing from M. D. Anderson prior to 12:01 p.m. negates any billing for meals for that day. Meal expenses are reimbursable for vendors who travel 50 miles or more, and stay overnight.
4. Rental cars will be the least expensive, air-conditioned, automatic transmission, mid-size car available to the vendor under corporate rate programs. Full coverage collision insurance may be used for rental cars, but personal protection plans will not be reimbursed.
5. Ground transportation, parking costs and tolls may be invoiced at cost.
6. Personal automobile mileage charges will be computed based upon actual miles to and from the appropriate office to and from the client facility. Mileage charges will be invoiced at the standard mileage rate recognized by the State of Texas at the time of invoicing.
7. Miscellaneous expenses (i.e., tips, transfers, etc.) will be invoiced at not-to-exceed \$5.00 per person per day, if deemed reasonable.

All travel or miscellaneous expenses must receive prior written approval by the Project Coordinator. Vendor will not be reimbursed for expenses which do not receive this prior written approval.

All travel or miscellaneous expenses must be submitted with an original receipt. All approved expenses will be reimbursed at “actual cost” only. Vendor will not be reimbursed for expenses which are not accompanied by original receipts.

**EXHIBIT E –
RIDER 117 – COMPLIANCE WITH INSTITUTIONAL POLICIES**



RIDER 117

In accordance with the education requirements set forth in Section 6032 of the Deficit Reduction Act of 2005 (Act), The University of Texas M. D. Anderson Cancer Center has implemented the following policies, copies of which are enclosed and are hereby incorporated into this agreement <insert agreement number>.

1. [Fraud, Waste, and Abuse Policy \(UTMDACC Institutional Policy # ADM0157\)](#)
2. [Hospital Compliance Plan \(UTMDACC Institutional Policy # ADM0154\)](#)
3. [Non-Retaliation Policy \(UTMDACC Institutional Policy # ASM0254\)](#)

These policies and any updates and amendments to such policies are available via [Terms and Conditions](#).

**EXHIBIT F –
SALES TAX EXEMPTION CERTIFICATE**

**EXHIBIT G –
EXECUTION OF OFFER**