

AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND CHAIN SECURITY LLC

This Services Agreement (“Agreement”) is entered into and effective upon final execution (the “Effective Date”), by and between The Texas A&M University System (hereafter referred to as “TAMUS”), an agency of the State of Texas, and Chain Security LLC (hereafter referred to as “PROVIDER”). TAMUS and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively).

TAMUS and PROVIDER hereby agree as follows:

1. SCOPE OF WORK

PROVIDER will work with TAMUS to provide services as outlined in PROVIDER’s Proposal, Exhibit A (hereinafter the “Services”), attached hereto.

2. TERM OF THE AGREEMENT

The initial term of this Agreement shall begin upon final execution and will terminate upon completion of the Scope of Work.

3. PAYMENT TERMS

- A. For the services rendered under this Agreement, TAMUS shall pay PROVIDER \$40,000. Initial payment of \$10,000 will be due upon project initiation. There will be three (3) additional project milestone based payments of \$10,000 which are detailed in Exhibit A.
- B. PROVIDER shall invoice TAMUS for the Scope of Work identified in Section 1, based on the payment schedule in Exhibit A. Payment will be made to PROVIDER upon approval of such invoice by TAMUS. It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.
- C. All payments shall be made by electronic direct deposit. PROVIDER is required to complete and submit to TAMUS a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at;
<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/> .
- D. All invoices must reference the TAMUS purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and description of services provided to include but not limited to time, deliverables, and activities.

4. DEFAULT AND TERMINATION

- A. In the event of substantial failure by PROVIDER to perform in accordance with the terms hereof, TAMUS may terminate this Agreement upon fifteen (15) days written notice of

termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of TAMUS.

- B. TAMUS may terminate this Agreement at any time upon thirty (30) days prior notice to PROVIDER.

5. PUBLIC INFORMATION

- A. PROVIDER acknowledges that TAMUS is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- B. Upon TAMUS's written request, PROVIDER will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to TAMUS in a non-proprietary format acceptable to TAMUS. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMUS has a right of access.
- C. PROVIDER acknowledges that TAMUS may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

6. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUS and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Executive Vice Chancellor and Chief Financial Officer for TAMUS, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

7. INSURANCE

- A. This process is described in Exhibit B, attached hereto.

8. MISCELLANEOUS

- A. **Indemnification. PROVIDER agrees to indemnify and hold harmless TAMUS from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Agreement.**
- B. **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of TAMUS. TAMUS will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TAMUS relative to conduct on its premises.

- C. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: “Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”
- D. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- E. **Previous Employment.** PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits TAMUS from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- F. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- G. **State Auditor’s Office.** PROVIDER understands that acceptance of funds under this Agreement 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 Section 51.9335(c), *Texas Education Code*. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- H. **Entire Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- I. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

- J. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- K. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMUS.
- L. **HUB Subcontracting Plan.** If a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, the PROVIDER will be required to make a good faith effort and complete the State of Texas HSP found at <http://www.tamus.edu/business/facilities-planning-construction/forms-guidelines-wage-rates/>. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the PROVIDER will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the PROVIDER will be expected to make a good faith effort according to the HSP instructions.

In the event that you determine you will be using a subcontractor, please contact Mr. Jeff Zimmermann from the A&M System's HUB Program at (979) 458-6410 or jzimmermann@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP.

- M. **Force Majeure.** Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- N. **Loss of Funding.** Performance by TAMUS under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, TAMUS will issue written notice to PROVIDER and TAMUS may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of TAMUS.
- O. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- P. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located, which is Brazos County, Texas.
- Q. **Non-Waiver.** PROVIDER expressly acknowledges that TAMUS is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMUS of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- R. **Conflict of Interest.** By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The

A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

- S. **Prohibition on Contracts with Companies Boycotting Israel.** If PROVIDER is a for-profit sole proprietorship, organization, 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 those entities or business associations that exists to make a profit, by executing this Agreement, the PROVIDER certifies it does not and will not, during the performance of this contract, boycott Israel. PROVIDER acknowledges this Agreement may be terminated if this certification is or becomes inaccurate.
- T. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated if this certification is inaccurate.
- U. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. TAMUS and PROVIDER can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TAMUS: The Texas A&M University System
301 Tarrow St., Suite 361
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
Fax: (979) 458-6250
E-mail: jzimmermann@tamus.edu

PROVIDER: Chain Security LLC
120120 Sunrise Valley Drive
Suite 100
Reston, VA 20191
Phone: (202) 525-6638
Email: jstern@chainsec.com

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

The Texas A&M University System

DocuSigned by:
By Jeff Zimmermann
Jeff Zimmermann
Director, Procurement & Business Services

6/1/2018 | 13:46:14 CDT

Date

Chain Security LLC

By Jeff Stern
Jeffrey Stern, President & CEO

May 31, 2018

Date

EXHIBIT A – PROPOSAL

CHAIN SECURITY PROPOSAL FOR ADVISORY SERVICES CLOSED LOOP HEALTHCARE ACTIVITY CYCLE - HOME TO HOSPITAL TO HOME

BACKGROUND

This proposal follows upon earlier work that was executed under Texas A&M Purchase Order AM28-17-P050478. That work focused on the development of standards and architectures for a laboratory to perform research and teach cybersecurity theory and practices related to the Internet of Things (IoT).

The work conducted under AM28-17-P050478 resulted in the production of a detailed analysis of the processors, security tool kits, devices, frequencies, transmit ranges and air interface protocols that are currently being employed in IoT and the relevance of specific air interface protocols to device types. This work contributed to the architecture of the IoT Apartment that is playing a critical role in currently planned work for research into the IoMT. The proposed work will build upon this prior base of technical and operational knowledge.

The work to be undertaken under this proposal will be on behalf of, and in support of the Director of the Institute for National-Security and Cyber-Security Education and Research (INSCER). This work will provide support in the elicitation of requirements from faculty members for the end-to-end health care delivery system now under development.

The elicited requirements will consist of the end-to-end system framework that supports the health care delivery cycle between patient residence, medical transport and health care delivery facility, and back to and subsequent occupation of the patient residence.

The system framework is designed to support both research and teaching. It will include underlying communications networks, specialized devices, configuration and operational models so that these devices, systems and networks, discreetly and as integrated, end-to-end systems can be tested for performance, safety and security. The framework will include considerations for testing that can measure effects on individual subsystems that can result from the presence other valid subsystems in the environment.

The goal of the framework is to provide a capability to derive and analyze test data from both patient devices and networks, as well as health care provider devices and networks. The framework will also provide opportunity to derive and analyze data, to include features related to its security, data collection, data storage and the ability to provide useful sensor and actuator data to the “back office” functions of the healthcare system. These back-office systems include operational and decision support systems such as patient record, case management, billing and medical supply management systems.

In practical IoT environments devices that are on the person are sometimes persistent, and sometimes have just a temporary operational presence. For example, a person such as a home health care worker (HHCW) will likely have both personal and professional devices that are persistent with respect to the HHCW, but in the environment of the patient on a temporary basis; and the patient’s personal and home based IoT devices are temporarily in the environment of the HHCW.

The physical environment that people operate in consists of 3 main elements: residence, transportation system and business environment.

A general way of describing the interactions between subjects, their residences, and service delivery environments could be with a table like the one here.

Subjects' Activity Cycle – Home to Business to Home			
	Static Environments		
Actors	Residence	Transportation System	Business Environment
Subject			
Service Provider			

The static environments consist of IoT devices, systems and networks that remain in place in each the 3 venues regardless of who enters or exits.

The development of the IoT Apartment at the RELLIS Campus provides a unique opportunity to study the activity of a practical heterogeneous and diffuse IoT operational environment over a duty cycle of health care activity. The research goal is to create a generalizable model for network interactions of IoT devices that are in the IoT environments of patients and health care workers across the residence, transportation system and health care delivery facility (HCF) such as a clinic or hospital. These network interactions provide the basis for understanding the cybersecurity vulnerabilities in the devices, networks and systems, as well as the mitigation of vulnerabilities in a critical operating environment that operates both in an unregulated manner (residence) and a regulated manner (clinic or hospital).

The result is that given the location of the IoT Apartment at RELLIS we will be able to study a closed loop Healthcare Activity Cycle (HCA) - Home to Hospital to Home. If we particularize the general table above to the HCA we obtain the table here.

Patients' Activity Cycle – Home to HCF to Home			
	Static Environments		
Actors	Residence	Ambulance	Hospital of Clinic
Patient	■ □	■ □	■ □
Service Provider			
Paramedic	■ □	■ □	■ □
Admissions Staff			■ □
Medical Staff			■ □
	■ □ means permanent party ■ □ means visitor		

In both the static environments and the actors' personal environments there are a set of system goals, specific network technologies, processors, languages, cloud subsystems, sensors, actuators, security mechanisms, operational security configurations, policies and regulations.

THE OBJECTIVE

The objective of the proposed engagement is to assist and advise INSCER in the development the Closed Loop Healthcare Activity Cycle - Home to Hospital to Home, as a controlled research and teaching system. The work product will be the initial selection of devices and systems the test facility might reasonably be expected to address in the foreseeable future. That architecture will consider the need for agility and flexibility in addressing a dynamic technical environment, where existing product life is shorter in the residence, and longer in the HCF and ambulance.

The work product will be a selection list of initial devices, systems and networks and test goals for each.

TASKS

The cyber security test facility will consist of the devices, networks and cloud systems that are in the static locations and on the persons of the actors.

Chain Security's Principal will work with various stake holders in the schools of Health Sciences and Engineering to design and create configuration scenarios for the test facility. Health Sciences personnel will provide critical input on devices types, makes and models that will be in home health care, the ambulance and HCF environments. Chain Security will develop and catalog information on the underlying computing, communications, cloud processing and security technologies that the selected health care devices possess.

Chain Security will assist stakeholders with the selection of consumer IoT devices in the residence. It will also catalog the underlying computing, communications, cloud processing and security technologies that the consumer devices possess.

Chain Security will work with stake holders in Engineering to coordinate development of research topics and proposals for the testing of IoT Security in the Closed Loop Healthcare Activity Cycle.

Chain Security will assist INSCER and the stakeholders in identifying potential partners for participation in research in the Closed Loop Healthcare Activity Cycle. These potential partners may include IoT microprocessor developers, insurers, government, manufacturers of robots, communications technology companies, communications network service providers, consumer IoT device providers, medical device manufacturers, medical service providers and cyber security technology providers. The goal of partner participation will be research or teaching funding and the supply of both technology and possibly expertise.

It is expected that this work will require Chain Security to be present at College Station for approximately 1 week per month during this engagement to coordinate activity with TAMU stakeholders.

CHAIN SECURITY EXPERIENCE AND QUALIFICATIONS

Chain Security is a national security and technology consulting company. After identifying security risks, we assist clients to develop and implement custom security mitigation solutions in order to satisfy their regulators and customers. The principal consultant in this engagement has a background that combines 24 years of experience as a technologist in Silicon Valley and a background in the development of mobile communications systems for government use. He has led the development of financial institution systems for credit and debit card processing, and specified processing and sensing and communications architectures for unmanned ground vehicles, where authorization and authentication of users and security of data at rest and in transit was important. He has also led the development for the control of robots over commercial and

cellular networks, and worked with relevant microprocessor and software providers to provide integrated packages that accomplish this goal. Chain Security's client list includes major cyber security companies such as Mobile Iron, Fortinet, Axiomatics and Morpho. We have also provided consulting services to Lenovo to identify and mitigate security risks in its technology and development processes. We have extensive experience in engagements that address identification of technology security issues that would be of concern, or are of concern to the Committee on Foreign Investment in the United States (CFIUS). We develop security plans to meet CFIUS requirements. We also perform audits of national security agreement compliance for technology companies that have entered into national security agreements with the U.S. Government.

Consultant has extensive experience and expertise in initiating and building valuable technology partnerships on behalf of its clients with both large and small technology companies.

PROPOSED CONSULTING ENGAGEMENT

The proposed consulting engagement will be performed over a 6-month period (no more than 135 business days over that period). Consultant will assist and advise to Texas A&M University staff who are assigned to work on the Cybersecurity Initiatives program to develop the facility and organize participants in Closed Loop Healthcare Activity Cycle. Consultant's work will be informed by market conditions and realistic technology forecasts.

DELIVERABLES and PRICING

Consultant offers to provide its services for this project at a firm fixed price of \$40,000. An initial payment of \$10,000 will be due upon project initiation. There will be 3 additional project milestone based payments of \$10,000 each which are detailed in the table below will be due upon completion of the project, and acceptance by Client of the project report.

Payment Schedule		
Event	Amount	Approximate Time
Project Initiation	\$10,000	
Catalog of Devices and their data types	\$10,000	45 Days
Device Communication Methods	\$10,000	45 Days
Back End Systems – Survey Data Interfaces Protocols/Final Report	\$10,000	45 Days

The project pricing above includes any necessary travel during the project, and assumes at least 4 trips to TAMU in College Station, Texas.

EXHIBIT B – INSURANCE

PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to TAMUS. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to TAMUS at least ten days before the effective date of the cancellation.

Insurance:

Coverage

Limit

A. Worker's Compensation

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

Statutory
\$500,000 Each Accident
\$500,000 Disease/Employee
\$500,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for TAMUS. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured's.

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

- D. **Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of PROVIDER and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, PROVIDER agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration or cancellation of this Agreement.

- E. PROVIDER will deliver to TAMUS:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by PROVIDER. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy will be canceled without unconditional written notice to TAMUS at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to TAMUS ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section 11.

Any deductible or self-insured retention must be declared to and approved by TAMUS prior to the performance of any services by PROVIDER under this Agreement. PROVIDER is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following TAMUS contact in Section 8U.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by TAMUS in writing, except as may be noted.