MASTER SERVICES AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND DAMAN CONSULTING INC.

This Master Services Agreement ("Agreement") is entered into as of the date of last signature below (the "Effective Date"), by and between The Texas A&M University System (hereafter referred to as "A&M System"), an agency of the state of Texas, and Daman Consulting Inc., a corporation in the State of Texas (hereafter referred to as "PROVIDER"). A&M System and PROVIDER are sometimes hereafter referred to as "Party" individually or "Parties" collectively).

A&M System and PROVIDER hereby agree as follows:

1. SCOPE OF WORK

PROVIDER will work with the A&M System and its members (hereafter referred to as "Member" or "Members") to provide services and deliverables ("Services") to assist with the data management services, on an as needed basis. The Services included (but not limited to) in the scope of this Agreement are listed in Exhibit A, attached hereto.

This Agreement is not a contract to perform specific work but is intended to demonstrate the ability of A&M System and its Members to contract with the PROVIDER for the Services outlined in Exhibit A. Each Member will negotiate a statement of work for any specific sub-project and execute an order form or purchase order for the specific needs (each an "Order Form"). The terms of this Agreement shall be incorporated into all Order Forms executed by a Member and PROVIDER for the Services during the term of this Agreement.

2. PROVIDER OBLIGATIONS

A. PROVIDER will perform the Services in accordance with the standards of care, skill, and diligence expected of a qualified, competent and experienced professional in the provision of the type of services required under this Agreement.

B. PROVIDER will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for PROVIDER's performance of this Agreement.

C. PROVIDER represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent PROVIDER's performance of the Services.

3. TERM OF THE AGREEMENT

The term of this Agreement begins on the Effective Date and continues for a period of five (5) years unless earlier terminated as provided herein. This Agreement may be extended for two (2) additional two (2) year periods upon mutual written agreement executed by the Parties.

4. PAYMENT TERMS

A. A&M System shall not pay any costs or fees as a direct result of this Agreement. For the services rendered under this Agreement, A&M System or Member utilizing services shall pay PROVIDER based on the pricing proposal attached as Exhibit B and made a part of this Agreement. The rate schedule may be renegotiated based on the rate card assumptions in Exhibit B. Additional rates may be negotiated on a per project basis.

B. PROVIDER shall invoice Member for amounts due consistent with the payment schedule as negotiated per project. Each invoice must reference the A&M System or Member purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and include a description of services provided to include but not limited to time, deliverables, and activities along with documentation that A&M System may reasonably request to support the invoice amount. The A&M System will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.

C. Business-related travel, lodging and/or meal expenses validly incurred directly and solely in support of the Services and approved by A&M System or Member in advance, PROVIDER will be reimbursed by A&M System according to the State of Texas rates, rules, and regulations (https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php). When requesting such reimbursement, PROVIDER will submit to A&M System or Member receipts, invoices and other documentation as required by A&M System or Member. Under no circumstances will PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER's place of business to job site) using the State of Texas mileage. Should the Agreement be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.

D. All payments will be made by electronic direct deposit. PROVIDER is required to complete and submit to A&M System 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/ .

5. DEFAULT AND TERMINATION

A. Default of Respondent – A&M System shall have the right to terminate this Agreement without penalty after a 90-day written notice of termination in the event:

a. PROVIDER disregards or violates material provisions of this Agreement or A&M System instructions; or fails to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fails to reach agreed upon performance results.

b. PROVIDER declares bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

B. For Convenience – A&M System shall have the right to terminate this Agreement at any time upon ninety (90) days prior notice to PROVIDER.

C. Termination of this Agreement for either of the reasons stated above shall not terminate any Member specific agreement or purchase order. Refer to Section 11.Q for survivability of terms beyond termination of this Agreement.

6. OWNERSHIP OF CREATED WORKS

PROVIDER irrevocably assigns, transfers and conveys to A&M System, for no additional consideration, all of PROVIDER's ownership, rights, title and interest in and to all works prepared by PROVIDER under this Agreement ("Deliverables"), including, without limitation, all copyrights, patents, trademarks, trade

secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Deliverables under law. PROVIDER certifies that all Deliverables will be original, or that PROVIDER will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by A&M System. PROVIDER shall secure for A&M System all consents, releases, and contracts and perform other reasonable acts as A&M System may deem necessary to secure and evidence A&M System's rights in any Deliverable.

7. CONFIDENTIALITY

A. The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (a) appropriate stamp or markings on the document exchanged, or (b) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party. "Confidential Information" does not include information that: (a) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (b) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (c) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (d) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

B. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement. The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this Agreement. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.

C. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.

8. INSURANCE

PROVIDER shall maintain the insurance requirements as stated within Exhibit C, attached hereto.

9. **INFORMATION TECHNOLOGY**

A. **Electronic and Information Resources.** If determined to be applicable by A&M System, PROVIDER shall address all required technical standards (WCAG 2.0, Level AA) (the "Accessibility Standards") by providing a Voluntary Product Accessibility Template ("VPAT") attesting to the accessible features and capabilities of any electronic and information resources (as defined in Title 1, Chapter 213 of the Texas Administrative Code) and associated documentation and technical support (collectively, the "EIR") or provide a similarly formatted document as the VPAT attesting to the EIR's accessible features and capabilities. A&M System may test the EIR to ensure the accuracy of the VPAT response regarding conformance with the Accessibility Standards. If PROVIDER should have known, becomes aware, or is notified that the EIR do not comply with the Accessibility Standards, PROVIDER shall, in a timely manner and at no cost to A&M System, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, or upgrading the EIR, or providing a suitable substitute.

B. **Cyber Security Training.** Pursuant to Section 2054.5192, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to A&M System's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, and selected by A&M System. The cybersecurity training program must be completed by PROVIDER and its employees, officers, and subcontractors during the Term and any renewal period of this Agreement. PROVIDER shall verify completion of the program in writing to A&M System within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. PROVIDER acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for A&M System to terminate this Agreement for cause in accordance with the provisions of Section 4 of this Agreement.

C. **Data Privacy.**

i. PROVIDER shall hold A&M System's data in confidence. PROVIDER shall only use or disclose A&M System's data for the purpose of fulfilling PROVIDER's obligations under this Agreement, as required by law, or as otherwise authorized in writing by A&M System. PROVIDER shall restrict disclosure of the A&M System's data solely to those employees, subcontractors or agents of PROVIDER that have a need to access the A&M System's data in order for PROVIDER to perform its obligations under this Agreement. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Agreement.

ii. PROVIDER shall, within two (2) business days of discovery, report to A&M System any use or disclosure of A&M System's data not authorized by this Agreement or in writing by A&M System. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the A&M System data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by A&M System.

iii. PROVIDER must promptly notify A&M System of any legal request for A&M System's data from a third party and take (and assist A&M System in taking) appropriate steps not to disclose such A&M System data.

iv. Within thirty (30) days of the expiration or termination of this Agreement, PROVIDER, as directed by A&M System, shall return all A&M System data to A&M System in its possession (or in the possession of any of its subcontractors or agents) or delete all such A&M System data if return is not feasible. PROVIDER shall provide A&M System with at least ten (10) days' written notice of PROVIDER's intent to delete such A&M System data, and shall confirm such deletion in writing.

10. INDEMNIFICATION

PROVIDER shall indemnify and hold harmless A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, damages, liabilities, expense or loss asserted against A&M System Indemnities arising out of any acts or omissions of PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from an A&M System Indemnitee's gross negligence or willful misconduct.

11. MISCELLANEOUS

A. **Authority to Contract.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.

B. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

C. **Family Education Rights and Privacy Act.** For purposes of the Family Educational Rights and Privacy Act ("FERPA"), A&M System hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or A&M System in writing. PROVIDER is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in

this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

D.   **Export Compliance [If Applicable].** Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

E.   **Independent Contractor.**   Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER's service to A&M System. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of A&M System or A&M System. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance.   PROVIDER and its employees shall observe and abide by all applicable A&M System policies, regulations, rules and procedures, including those applicable to conduct on its premises.

F.   **Representations & Warranties.**   If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.

G.   **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. Under Section 231.006, *Texas Family Code*, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

H.   **Payment of Debt or Delinquency to the State.**   Pursuant to Sections 2107.008 and 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.

I. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits A&M System from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by A&M System during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of A&M System that was employed by A&M System during the twelve (12) month period immediately prior to the effective date of the Agreement.

J. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for A&M System under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("NEFR Employee"). In the event A&M System becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, A&M System will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by A&M System.

K. **Public Information.** PROVIDER acknowledges that A&M System 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. Upon A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System to A&M System in a non-proprietary format acceptable to A&M System that is accessible by the public. PROVIDER acknowledges that A&M System 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*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

L. **Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M System 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 the University Contracts Officer of A&M System, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives A&M System's sovereign immunity to suit or liability, and A&M System has not waived its right to seek redress in the courts.

M. **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.

N. **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.

O. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties.

P. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Q. **Survivability.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

The PROVIDERS's duties under this Agreement, Member specific agreement and/or purchase order, which impose an obligation after expiration or termination of this Agreement, will survive unless otherwise stated within the Member specific agreement and/or purchase order.

R. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

S. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.

T. **HUB Subcontracting Plan.** It is the policy of the state of Texas and the Members to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in Members contracting and purchasing.

If a subcontractor will be used to provide any commodity or service as part of the scope of this Agreement and/or a Member specific project, the PROVIDER may be required to make a good faith effort and complete the applicable Member HUB Subcontracting Plan (HSP).

For projects with the A&M System, contact Porschia Tolbert at so-hubprogram@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP. For all other Member projects, contact the applicable Member HUB Program office for project specific requirements.

U.   **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

V.   **Loss of Funding.** Performance by A&M System 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, A&M System will issue written notice to PROVIDER and A&M System may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M System. In the event of a termination or cancellation under this Section, A&M System will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.

W.   **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.

X.   **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against A&M System is to be in the county in which the principal office of A&M System's governing officer is located.

Y.   **Non-Waiver.** A&M System is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that A&M System is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of A&M System.

Z.   **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.

AA. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, *Texas Government Code*, is applicable to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term

of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

BB.   **Certification Regarding Business with Certain Countries and Organizations.**   PROVIDER represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. PROVIDER acknowledges this Agreement may be terminated immediately if this certification is inaccurate.

CC.   **Records Retention.** PROVIDER will preserve all contracting information, as defined under *Texas Government Code*, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

DD.   **Verification Regarding Discrimination Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

EE.   **Verification Regarding Boycotting Energy Companies.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld of this verification is inaccurate.

FF.   **Compliance with Laws.** PROVIDER shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

GG.   **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. A&M System 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:

A&M System:	The Texas A&M University System
	301 Tarrow St., Suite 273
	College Station, Texas 77840
	Attention: Jeff Zimmermann
	Phone: (979) 458-6410
	E-mail: jzimmermann@tamus.edu
PROVIDER:	Daman Consulting Inc.
	1205 S. Capital of Texas Hwy #1-320
	Austin, TX 78746
	Attention: Gita Lal
	Phone: 512-577-4482
	Email: glal@damaninc.com

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

The Texas A&M University System

By _Jeff Zimmermann_____   11/28/2023
_____

Jeff Zimmermann   Date

Executive Director, Procurement

Daman Consulting Inc.

By _Gita Lal_____   11/28/2023
_____

Gita Lal   Date

President

Exhibit A – Scope of Work

Notwithstanding any other provision in this Agreement, PROVIDER's performance of the Services will (1) conform to the specifications and requirements of Request for Proposal No. RFP01 CIO-23-150 (the "RFP"), which is incorporated by reference for all purposes, and (2) to the extent consistent with the RFP, will conform with PROVIDER's proposal, dated July 26, 2023 ("PROVIDER's Proposal") which was submitted by PROVIDER in response to the RFP and is incorporated by reference for all purposes. To the extent that the RFP or PROVIDER's Proposal conflict with the terms of this Agreement, the terms of this Agreement will control.

1. **General**

    The A&M System is looking for a deliverable-based and/or resource-based approach to implement and sustain its data governance programs. This may include support of an existing data management program, enhancements of the existing data management program, or establish and implement a data management program for the Member.

    PROVIDER shall be able to assist A&M System and its Members in achieving the following objectives.

    1.1 In compliance with Texas Government Code, Section 2054.137, manage, support, and/or develop and implement a data governance program for an A&M System agency or institution to oversee its data governance program.

    1.2 Establish a data management program for the A&M System Member that will exercise authority and management over the agency's data assets. To accomplish this requirement the vendor may need to perform one or more of the following:

        a. Establish a data governance organizational framework.

        b. Establish a data governance process framework.

        c. Define key roles that will support the DMO framework (Data Management Officer, data stewards, data custodians, business analyst, data architects/ engineers, SIO).

        d. Develop a roadmap including timeline and budget based on the approved DMO Charter.

    1.3 Guide the A&M System Member data management program in identifying the agency's data assets.

    1.4 Ensure compliance with related processes and procedures to oversee the agency's data assets, including contextual information and metadata.

    1.5 Implement best practices for managing and securing data in accordance with state privacy laws and data privacy classification.

    1.6 Ensure the Member's records management programs apply to all types of data storage media.

    1.7 Increase awareness of and outreach for the Member's records management programs within the agency.

    1.8 Conduct a data maturity assessment of the Member's data governance program in accordance with the requirements established by department rule.

    1.9 Coordinate with the Member's Chief Information Officer, System Chief Information Security Officer, and the System Chief Information Officer in providing program status to the Texas Department of Information Resources (DIR).

    1.10   Data management services and expertise including but not limited to:

    1.10.1 Data Governance

    1.10.2 Business Intelligence and Data Warehouse Management

    1.10.3 Data Integration and Interoperability Management

    1.10.4 Documents and Content

    1.10.5 Reference and Master Data

    1.10.6 Metadata Management

    1.10.7 Data Quality

    1.10.8 Data Storage and Operations

    1.10.9 Data Security

2. **A&M System Members in Scope**

The A&M System Member universities and agencies in scope for this RFP are listed here.

Universities	Agencies
Prairie View A&M University	Texas A&M Agrilife Extension Service
Tarleton State University	Texas A&M Agrilife Research
Texas A&M International University	Texas A&M Engineering Experiment Station
Texas A&M University	Texas A&M Engineering Extension Service
Texas A&M University - Central Texas	Texas A&M Forest Service
Texas A&M University - Commerce	Texas A&M Transportation Institute
Texas A&M University - Corpus Christi	Texas A&M University Health Science Center
Texas A&M University - Kingsville	Texas A&M Veterinary Medical Diagnostic Laboratory
Texas A&M University - San Antonio	Texas Division of Emergency Management
Texas A&M University - Texarkana	The Texas A&M University System
Texas A&M University at Galveston	

Exhibit B – Pricing

1. Pricing Methodology

   A. Pricing Approach

   In all cases, Daman's pricing is established using a cost-plus model with a very lean overlay of management and overhead charges that are much greater and more commonplace for larger consulting firms.

   As we are based in Texas and have a lean delivery organization, our overheads are lower than our larger competitors. In addition, we are able to competitively hire talent because of the specialized nature of our data- centric consulting practice where individuals feel they have the ability to learn and grow while also contributing positively to our clients. Outlined below is our pricing approach for 3 primary engagement models.

   a. Staff Augmentation

   To develop a rate card for the A&M System, Daman started with 2 different rate cards – our card for the State of Texas IT Staff Augmentation Services (ITSAC) and our card for a long-term private sector client, USAA. The former informed our base rates as these had been competitively established by the State of Texas. The latter were much more data-centric and informed job roles and levels that a mature data management program would need to hire to.

   Experience Levels

   For each job type we provide rates for 4 different levels differentiated by experience:

Staff consultants	3-5 years of relevant experience
Senior consultants	6- 9 years of relevant experience
Architects (or managers as the role may demand)	10+ years of experience
SMEs or Subject Matter Experts	usually have in excess of 15 years' experience in solution design and often with emerging technologies, such as cloud or AI

   You will note that for certain roles we marked certain levels as non-applicable. For example, we do not believe that you can be an effective project manager with less than 10 years' experience or that you need a SME for the role of Test Analyst.

   Rates - Mapping to ITSAC

   We started the rate card at the same price point as the ITSAC NTE rates. These were last updated in August, 2021 and were competitively negotiated. Since then, market conditions have changed with wages and resource competition increasing. Despite this, we have kept rates comparable to previously negotiated ITSAC rates, in some cases lower, and with a few marginal upward adjustments for the most competitive jobs.

   Rate Escalation

   We propose steady rates for the first 3 years followed by a 2% escalation in year 4 and 2 % in year 5 for all job categories.

b. Deliverables-Based SOWs

The key to Daman's ability to compete is in our estimation models for deliverables-based SOWs. We are committed to a lean delivery model where our solutions are delivered using Daman's automation utilities and supplemental solutions (see Section 2.2 on Supplemental Solutions) . Our experience is that our effort estimates are typically lower than our competitors due to our design and implementation approach. Couple this with our competitive staff augmentation rate cards for resource pricing and what we deliver is highly competitive deliverables-based pricing. We can also complement our teams with offshore services (should A&M System require) resulting in even greater cost efficiencies. Provided below are 2 examples of how we might approach pricing under this engagement model:

- EDG Assessment – Assessment scope can vary dramatically both in terms of the breadth of organizational structures, systems and processes reviewed as well as the number of EDG pillars addressed at depth. Daman would work with A&M System or any of its members to define a rational scope for such an assessment – rational in terms of dollars but also more importantly in terms of time, as extensive assessments with paper outputs and limited tangible action are not the best use of resources. A simple assessment would be approx. 4 – 12 weeks long with a program manager, a DG SME and pillar specialists as required. Costs could range from $50,000 to $175,000 (the upper limit reflects Daman's philosophy regarding scope of paper assessments).

- Data Catalog tool selection – We would complete an initial assessment on 2 tracks. The business track would define priorities via interviews with key stakeholders while the technical track would complete an assessment of the technical landscape assessment. The 2 tracks would converge on defining catalog functionality and capability priorities (the roadmap), develop an evaluation matrix, conduct vendor interviews, define POCs, and help you evaluate POC results. This kind of exercise could take ~ 6 weeks with 2 specialists and cost ~$65-70,000.

We have also engaged with customers using Value-Based Pricing. As we have significant confidence in our ability to provide unique value or solve specific pain points we have contracted with customers where we share the resultant economic benefits (in, for example, systems improvements). These are harder contracts to negotiate but allow us to share a greater portion of risk with our customers.

c. Managed Services

Our general approach to pricing managed services involves the following steps:

- Define Service Offerings: We start by clearly defining the range of data services that need to be included. The intent is to price each component separately. Our specialty is in standing up centers of excellence around certain services such as data integration, agile BI CoEs etc. and not in data infrastructure.

- Determine Cost Structure: With a consulting services centric model, we tend to price by managed capacity usually a team size capable of handling a certain workload or story points in an agile environment. Typical "units" can operate on a standalone basis.

- Identify Pricing Metrics: Key to managed services is measuring unit performance and a significant part of the upfront negotiation involves determining key metrics - either performance improvements, story points, solution features or a combination of different metrics.

- Base Pricing and Tiers: There is usually a base price set and then tiers offered based on SLAs. Each tier can have its own pricing based on the added value.

- Additional Services and Customizations: Any managed services contract usually has pre-determined pricing for additional services or customizations that is priced separately. These could include a particular data cleansing or quality effort, dedicated support for a specific analytic solution etc.

- Contract Duration and Billing Frequency: The final element is contract duration and billing frequency. We offer discounts for long term commitments (past 6 months) and usually bill monthly.

2. Rate Card

Onshore Rate Card

Workstreams	Sample Skills	Staff	Senior	Architect / Manager	SME
		3-5 years	6-9years	10+ years	15+
Program/ Project Management					
Program Manager		n/a	n/a	$164	$196
Project Manager	Project management, Issue, Risk & Mitigation, Change management, Resource & Schedule Management	n/a	$119	$137	$152
Scrum Master	Agile/Scrum Methodologies, Azure devops, Jira, Confluence , Trello	$70	$110	$142	n/a
Business Analyst/ Requirements/ Change Mgmt	Documentation & Testing	$86	$98	$128	$151
Quality and Test Manager	Manual/Automate	n/a	$116	$139	n/a
Quality and Test Analyst	Manual/Automate	$70	$80	$95	n/a
Governance					
Governance Specialist	Program level skills in MDM, Metadata Mgmt etc	n/a	$135	$155	$175
Governance / Data Catalog Engineer	Technical skills in Collibra, Atlan, Alatian etc.	n/a	$125	$145	$165
Data Quality Engineer	SAS, Talend, Informatica, IBM	$99	$119	$139	$167
Data Security/ Privacy	TRustArc, DataGuard, Collibra, Informatica, IBM	$99	$132	$155	$173
Database/ Datawarehouse					
Database Design/ Architect (cloud)	Snowflake, Synapse, Redshift etc	$120	$145	$165	$198
Database Design/ Architect (on-prem)	SQL Server, Oracle, DB2	$98	$125	$145	$155
Data Modeler	Informatica/Datastage	$92	$119	$142	$170
Database Administrator	SQL Server, Oracle, DB2	$98	$119	$138	$166
Data Integration/ Interoperability					
Data Engineer	DataStage, Boomi, Informatica, Python	$99	$119	$139	$167
DevOps Engineer	AWS & Azure Devops	n/a	$122	$167	$198
Business Intelligence/ Reporting					
Data Analyst	Python, SQL	$65	$91	$115	n/a
Report Developer	Tableau,PowerBI, Cognos,Business Objects	$85	$105	$125	$145
AI/ Machine Learning					
AI/ Machine Learning Engineer	Databricks ML, Dolly etc	n/a	$131	$152	$182
Data Scientist	Hive, Pig, Python, R, SAS,	$105	$125	$134	$162
Systems Architecture					
Cloud Solutions	AWS, Azure, Oracle Cloud, GCP, Snowflake, Synapse'	n/a	$137	$168	$198
ERP					
Source Applications	Workday, Banner, Peoplesoft etc.	$86	$109	$145	$179

a) The rates provided above are base rates, all inclusive, per hour for years 1, 2 and 3.
b) Year 4 rates will be 1.02x of base rates
c) Year 5 will be 1.04x of base rates.

Offshore Rate Card

Workstreams	Sample Skills	Staff 3-5 years	Senior 6-9years	Architect/ Manager 10+ years
Program/ Project Management				
Project Manager	Project management, Issue, Risk & Mitigation, Change management, Resource & Schedule Management	$25	$31	
Scrum Master	Agile/Scrum Methodologies, Azure devops, Jira, Confluence , Trello,	$23	$29	
Business Analyst/ Requirements/ Change Mgmt	Requirements Gathering, Design documents, Documentation & Testing	$25	$31	$44
Quality and Test Manager	Manual/Automated	$23	$31	$38
Quality and Test Analyst	Manual/Automated	$23	$31	$38
Governance				
Governance Specialist	Program level skills in MDM, Metadata Mgmt etc	$0	$38	$44
Governance / Data Catalog Engineer	Technical skills in Collibra, Atlan, Alatian etc.	$31	$38	
Data Quality Engineer	SAS, Talend, Informatica, IBM	$25	$31	
Data Security/ Privacy	TRustArc, DataGuard, Collibra, Informatica, IBM	$25		
Database/ Datawarehouse				
Database Design/ Architect (cloud)	Snowflake, Synapse, Redshift etc	$31	$38	$44
Database Design/ Architect (on-prem)	SQL Server, Oracle, DB2	$25	$31	$44
Data Modeler	Informatica/Datastage	$31	$38	$44
Database Administrator	SQL Server, Oracle, DB2	$25	$31	
Data Integration/ Interoperability				
Data Engineer	DataStage, Boomi, Informatica, Python	$31	$38	$44
DevOps Engineer	AWS & Azure Devops	$31	$38	
Business Intelligence/ Reporting				
Data Analyst	Python, SQL	$25	$31	$38
Report Developer	Tableau,PowerBI, Cognos,Business Objects	$25	$31	$38
AI/ Machine Learning				
AI/ Machine Learning Engineer	AI models, Tensorflow, Sci-kit, Sagemaker, Domino, Databricks ML, Dolly etc	$31	$38	$50
Data Scientist	Hive, Pig, Python, R, SAS,	$31	$38	$50
Systems Architecture				
Cloud Solutions	AWS, Azure, Oracle Cloud, GCP, Snowflake, Synapse'	$31	$38	$50

a) The rates provided above are base rates, all inclusive, per hour for years 1, 2 and 3.
b) Year 4 rates will be 1.02x of base rates
c) Year 5 will be 1.04x of base rates.
d) Some roles are not suitable for off-shore work. These have been grayed out and no rate provided.

Exhibit C – Insurance

The 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 A&M System. By requiring such minimum insurance, A&M System 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 A&M System at least ten days before the effective date of the cancellation.

Coverage

Limit

1. **Worker's Compensation**

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	$1,000,000 Each Accident
	$1,000,000 Disease/Employee
	$1,000,000 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 A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

2. **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.

3. **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.

4. **Cyber Liability**

   Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Cyber Liability policy

with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this **agreement and shall include, but not limited to, claims involving infringement of intellectual property,** trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.

The policy shall provide coverage for breach response costs as well as credit monitoring expenses with limits sufficient to respond to these obligations. Such insurance shall be maintained and in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement. [SYSTEM AND/OR MEMBER] shall be given at least 30 days notice of the cancellation or expiration of the aforementioned insurance for any reason.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the System and its members require and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the System and its members.

5. 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 and the PROVIDER as additional insureds.

6. PROVIDER will deliver to A&M System:

    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, The Texas A&M University System and A&M 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, The Texas A&M University System and A&M System. No policy will be canceled without unconditional written notice to A&M System 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 A&M System ten (10) days prior to the effective date of cancellation or non-renewal relating to any insurance policy required in this Section.

    PROVIDER is required to send notice to A&M System ten (10) days prior to the effective date of material change to any insurance policy required in this Section.

    Any deductible or self-insured retention must be declared to and approved by A&M System 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 or emailed to the following A&M System contact:

> The Texas A&M University System
> 301 Tarrow Street
> College Station, TX 77840
> Attn: Jeff Zimmermann
> Email Address: soprocurement@tamus.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by A&M System in writing.