



**Purchasing Department**

PO Box 750416

Dallas, TX 75275

**REQUEST FOR PROPOSAL**

***RFP Number: SMU-20250319-1***

***RFP for Implementation Partners for Project  
SCALE-UP for Fraction Face Off***

***All bids in response to this RFP are due before:***

***3:00 PM Central Time on Wednesday, April 2,  
2025***

**Please be sure to include this RFP # on Any Submissions**

## Section 1

### Introduction

#### 1.1 Background

As a private, comprehensive university enriched by its United Methodist heritage and partnership with the Dallas-Fort Worth area, SMU seeks to enhance the intellectual, cultural, technological, ethical, and social development of a diverse student body. SMU offers undergraduate programs centered on the liberal arts and excellent graduate, professional, and continuing education programs. The SMU experience also includes accessible faculty in small classes and abundant opportunities for research experience, international study, leadership development, and service and internship opportunities beyond campus – all with the goal of preparing students to become contributing citizens and leaders for our state, nation and world.

SMU has over 12,000 students studying in eight degree-granting schools: Cox School of Business, Dedman College of Humanities and Sciences, Meadows School of the Arts, Bobby B. Lyle School of Engineering, Dedman School of Law, Annette Caldwell Simmons School of Education and Human Development, Perkins School of Theology, and Moody School of Graduate and Advanced Studies.

Founded in 1911 by what is now The United Methodist Church, SMU is nonsectarian in its teaching and committed to academic freedom and open inquiry. Owned by the South Central Jurisdiction of the United Methodist Church, SMU is managed by a Board of Trustees that includes civic, business, education, and religious leaders who represent various faiths and geographic areas.

#### 1.2 Purpose

The purpose of this Request for Proposal (RFP) is to identify one or more implementation partner entities for SMU's "SCALE UP (Sustainability, Capacity, and Learning Engagement) for Fraction Face Off" Project (Project SCALE UP;). Project SCALE UP has been awarded a grant from the U.S. Department of Education (S411A240014) under the Program Education Innovation and Research. SMU will directly carry out Project SCALE UP activities and partner entities will provide the services indicated below in Section 4 after entering into a Research Collaboration Agreement ("Agreement") with SMU.

The Agreement term will be for a five-year period based on the grant term and funding availability. The Agreement will provide for monthly reimbursement of allowable incurred costs up to an estimated total or ceiling not to be exceeded without prior approval.

SMU will review each proposal submitted and may select multiple providers that are qualified and will meet the needs of the university.

SMU does not guarantee any minimum or maximum amount of compensation during the term of the contract.

### 1.3 RFP Schedule

|                                   |                           |
|-----------------------------------|---------------------------|
| Issue Request for Proposals       | Wednesday, March 19, 2025 |
| Last Day for Questions by 3:00 PM | Tuesday, March 25, 2025   |
| Proposals Due by 3:00 PM          | Wednesday, April 2, 2025  |
| Evaluation and Notice of Award    | Week of April 7, 2025     |

### 1.4 Questions and inquiries

All inquiries concerning the RFP should be directed to:

**Harmony Mei, RFP Coordinator**

Email: [harmony@smu.edu](mailto:harmony@smu.edu)

Phone: 214-768-6464

Or

**Shannon Brown, Director of Purchasing**

Email: [shannonbrown@smu.edu](mailto:shannonbrown@smu.edu)

Phone: 214-768-4909

Questions should be submitted in writing via email. Written questions should be directly tied to the RFP and should be asked in consecutive order, following the exact order as provided in the RFP document and referencing the appropriate section. General questions will be shared with all those entities participating in the process.

Short procedural inquiries may be accepted by telephone or email by the buyer. However, oral explanations or instructions given over the telephone shall not be binding upon SMU.

### 1.5 Bidder Entity Responsibility

The bidder entity ("Entity") assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given because Entity's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the Entity represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

### 1.6 Cost Liability

SMU assumes no responsibility and bears no liability for costs incurred by entities in the preparation and submittal of proposals in response to this RFP.

### 1.7 Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by an Amendment. RFP Amendments will be emailed to bidder entities and posted on the Purchasing web page under the Open Solicitations tab. Any amendment to this RFP shall become part of this RFP.

## 1.8 Proposal Acceptance and Rejections

SMU reserves the right to reject any or all proposals, to waive technicalities, to make inquiries and request additional information from all proposers, and to award contracts in whole or in part as deemed to be in the best interest of SMU. SMU reserves the right to negotiate with any Entity if such action is deemed to be in the best interest of SMU.

## 1.9 Proposal Submittal

Entities interested in participating in the RFP should submit one electronic PDF copy of their proposal to be received no later than close of business, 3:00 PM on the Closing Date indicated in RFP Schedule. Proposals received after that due date may be rejected. To the extent reasonably possible, SMU shall keep all proposals confidential.

**Proposals must be received by 3:00 PM CDT on or before Wednesday, April 2, 2025.**

Proposal delivery addresses:

Electronic

[harmony@smu.edu](mailto:harmony@smu.edu)

Proposals, modifications or withdrawals received after the date set for receipt of proposals may not be considered.

Entities shall not contact any person within the SMU directly, in person, by email or by telephone, other than the RFP Coordinator concerning this RFP.

## Section 2

### RFP Proposal Content Requirements

#### 2.1 RFP Content

All entities submitting proposals should include a comprehensive response to items as specified in the RFP document and Statement of Work. Proposals are required to follow the exact order as provided in the RFP document and reference the appropriate section identification when responding to questions or providing Entity information.

#### 2.2 Entity Information

Provide the Entity's exact name, its legal nature (e.g., corporation, limited liability Entity, general partnership, limited partnership, etc.), and the state and country in which the Entity was organized.

Provide a brief history of the Entity and number of years in business and demonstrate that it is financially capable of providing services to SMU.

Provide the Entity's corporate and local addresses (if different), main phone number, web address, and person authorized to commit the Entity to the terms specified in the proposal.

Provide the Entity's UEID (Unique Entity ID) as registered with SAM.gov (System for Award Management).

#### 2.3 Personnel Contact Information

Provide information on the personnel composition proposed to provide services under this RFP, including point of contact names, positions, responsibilities, curriculum vitae (CV), and a brief description of their experience.

#### 2.4 Acceptance of SMU's Agreement

Please confirm in the RFP response that your Entity has read the Agreement and will be able to execute the Agreement in the current form and to comply, as applicable, with federal laws and regulations.

#### 2.5 Insurance

State insurance your Entity has or will obtain to meet SMU requirements. See the Agreement below for Insurance Requirements as set by SMU's Office of Risk Management. Entities must demonstrate they have insurance that meets SMU requirements.

Submit current COI (Certificate of Insurance) with explanation of the insurances the Entity has and description of its claim history. COI must be approved by SMU's Office of Risk Management.

State if Entity agrees to voluntarily assume all risk of loss, damage, injury to its persons or property and waive all claims or causes of action which results from operations in, on or about SMU except if such loss, damage, or injury is caused by the active negligence or willful misconduct of SMU.

Public research institutions will be allowed to request a waiver of insurance requirements if such insurance requirements are not compatible with their legal exemptions, privileges, and immunities.

## 2.6 Entity's Subcontractor (if applicable) and Partner Entity Information (if applicable)

List the names, addresses, and contact information of any subcontractors that the Entity will utilize, if any, on this account. State what services they will provide, if any. For the purposes of this RFP, a subcontractor is a vendor performing services for the Entity submitting a proposal.

List the name, address, and contact information of Partner Entity, if any.

## Section 3

### Evaluation Criteria for Award

#### 3.1 Evaluation Information

SMU will utilize a selection committee for the evaluation of the RFP. Generally, the selection committee consists of 3-4 individuals who have a direct interest in the award of this contract.

The selection committee will ensure that the Entity/entities with the best overall value to SMU will be selected. The selection committee shall be the sole judge of the comparative evaluation of the bids received. The decision of the selection committee will be final. Southern Methodist University reserves the right to reject any and all bids.

The selection committee will initially review all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals clearly inconsistent with the RFP requirements will be eliminated from further consideration. Proposals that pass the completeness and compliance review will be evaluated against the Evaluation Criteria outlined herein.

#### 3.2 Evaluation Criteria

SMU will utilize a selection committee to ensure that the Entity/entities with the best overall proposal and ability to meet the requirements is selected. The evaluation criteria are listed in no particular order of importance. SMU at its sole discretion may choose to award part or all of the scope of work contained in this RFP to single or multiple entities. Furthermore, SMU does not guarantee that any actual Agreement will ensue as a result of the RFP and its evaluation process.

SMU intends to award contracts based on perceived best value as determined by a review including, but not limited, to the following factors:

- Entity's plan to meet requirements as outlined in the **Statement of Work.**
- Entity's comprehensive responses to the **Proposal Content Requirements.**
- Quality of the proposal, responsiveness to requirements and adequacy of information provided.
- Financial proposal and financial strength of the Entity.

- Key personnel who will service this account.
- Acceptance of SMU's Agreement.
- Insurance coverage that meets SMU requirements.
- Industry experience, references, compliance history.

Entities submitting proposals should bear in mind the competitive nature of the proposal process and the fact that SMU will be looking for proposals that offer the best advantage to SMU and should draft their proposal accordingly. Note that pricing is only one component of the overall basis of selection.

## Section 4

### Requirements and Statement of Work

SMU is seeking an Entity who will support our ability to implement Project SCALE-UP requirements at a national level through crowd sourcing technologies.

The Entity will:

- Have an established record of conducting intervention research with students with mathematics difficulty in general and special education contexts using the intervention program *Fraction Face Off!* (Fuchs et al., 2013).
- Have an established record of designing professional development materials to be used with instructional coaching and/or online course design and delivery. The content of the professional development materials should be focused on supporting students with mathematics difficulty.
- Have professional connections with universities and school districts in rural communities.
- Have professional connections with universities and other partners who provide out-of-school services to students.
- Have experience assessing treatment fidelity using standardized protocols.
- Have extensive experience collecting data, maintaining security of data, and transmitting data securely, while engaging in special education intervention research.
- Have personnel with extensive experience conducting research in special education as evidenced by a strong record of funded research, publications in nationally recognized journals, and presentations at professional organizations.
- Have personnel who can participate in regular and ongoing communications with the Project Team, including in-person meetings at SMU.
- Have a detailed plan for implementing Project SCALE-UP requirements across the five years of the grant.
- Agree to adhere to SMU's institutional review board (IRB) procedures for the treatment of human subjects.
- Demonstrate cost-matching of up to at least \$155,000 in total across all 5 years of the project.

Each Entity must complete the proposed pricing table below.

| Description                         | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|-------------------------------------|--------|--------|--------|--------|--------|-------|
| Faculty                             |        |        |        |        |        |       |
| Other Personnel                     |        |        |        |        |        |       |
| Fringe Benefits                     |        |        |        |        |        |       |
| Equipment                           |        |        |        |        |        |       |
| Supplies & Services                 |        |        |        |        |        |       |
| Travel                              |        |        |        |        |        |       |
| Participant Support Costs           |        |        |        |        |        |       |
| Other Direct Costs                  |        |        |        |        |        |       |
| Total Direct Costs                  |        |        |        |        |        |       |
| Modified Total Direct Costs         |        |        |        |        |        |       |
| Entity F&A Rate                     |        |        |        |        |        |       |
| Total Costs                         |        |        |        |        |        |       |
| Entity's proposed direct cost share |        |        |        |        |        |       |



## Sample Research Collaboration Agreement

This Research Collaborator Agreement (this "Agreement") is dated as of the latest date set forth on the signature page to this Agreement and is by and between Southern Methodist University ("SMU"), a Texas non-profit corporation, whose address is 6425 Boaz Lane, Dallas, Texas 75205, and [Enter Collaborator Name HERE]. ("Collaborator"), [Enter Collaborator Address HERE].

WHEREAS, the US Department of Education has granted Award S411A240014 ("Award") to the project entitled "84.411A SCALE UP (Sustainability, Capacity, and Learning Engagement) for Fraction Face Off," ("Research Project") within the program entitled "Education Innovation and Research" ("EIR").

WHEREAS, consistent with the goals and objectives of the Research Project and the terms and conditions of the Award, performance of the services contemplated by this Agreement is of mutual interest and benefit to SMU and to Collaborator, will further the instructional and research objectives of SMU in a manner consistent with its status as a non-profit, tax-exempt, educational corporation, and may derive benefits for both Collaborator and SMU through authorship, improvements and discoveries.

**Now therefore, for good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:**

**ARTICLE I: STATEMENT OF WORK.** The Collaborator agrees to use reasonable efforts to perform the services described in Attachment A, Statement of Work (the "Work"). As may be required based on the Statement of Work, the Collaborator will provide for appropriate approval by SMU's and/or Collaborator's Institutional Review Board prior to implementation of any Work involving human subjects or materials. Collaborator agrees to cooperate as necessary to obtain such approval and to provide from Collaborator and from Collaborator's directors, trustees, officers, employees, agents, students, parents or guardians or others such additional approvals, waivers and agreements as may be required for performance of the Work.

**ARTICLE II: PRINCIPAL.** The Work will be supervised by \_\_\_\_\_. If for any reason \_\_\_\_\_ is unable to continue as principal and a successor acceptable to both SMU and the Collaborator is not available, this Agreement may be terminated as provided in Article VI.

**ARTICLE III: PERIOD OF PERFORMANCE.** The performance of this Agreement begins \_\_\_\_\_, and shall not extend beyond the estimated completion date of \_\_\_\_\_, unless the parties mutually agree otherwise in writing. The Collaborator shall have no liability to SMU, nor shall it be in default under this Agreement if performance is delayed or prevented by any cause beyond the Collaborator's control.

**ARTICLE IV: PAYMENT FOR WORK.** In consideration of the foregoing, the SMU will pay the Collaborator the amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) for the Work, based on the budget detailed in Attachment B. Total compensation under this Agreement may not exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) without written authorization from SMU.

**ARTICLE V: PAYMENT SCHEDULE.** SMU shall be invoiced for costs incurred by Collaborator no more frequently than monthly, per Attachment B; invoices shall include the reference number \_\_\_\_\_ and should be sent to [invoices@smu.edu](mailto:invoices@smu.edu). Invoices that do not include the above reference number shall be returned to Collaborator. Payment must be made within 30 days of each invoice to the Collaborator's payment address:

[Collaborator's Name]  
[Financial/Invoices Contact]  
[Address]

Unexpended funds can be carried forward to the next year. Amendments authorizing funding for subsequent years will be awarded. Shall be funded incrementally based on the following schedule: \_\_\_\_\_

**ARTICLE VI: TERMINATION.** Performance under this Agreement may be terminated by either party upon thirty (30) days' written notice. Upon termination, the Collaborator will be reimbursed for all costs and non-cancellable commitments incurred in the performance of the Work prior to the termination date of this Agreement and will refund to SMU prepayments made by SMU for Work not performed. Such reimbursement or refund is not to exceed the total estimated project cost specified in Article IV.

**ARTICLE VII: PUBLICATIONS.** SMU recognizes that the Collaborator's performance of the Work may result in publishable research for the Collaborator's researchers. SMU agrees that researcher(s) engaged in the Work shall be permitted to present at symposia, national or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the Work, subject to Article IX. In the event that the Collaborator determines that a proposed publication may include proprietary or confidential information of SMU as described in Article IX, the Collaborator shall furnish to SMU copies of any proposed publication or presentation at least forty-five (45) days in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party, solely for the purpose of allowing SMU to confirm that the proposed publication will not compromise any of its proprietary or confidential information. SMU shall have thirty (30) days after receipt of said copies to object to such proposed presentation or proposed publication. In the event that SMU makes such objection, the parties shall negotiate an acceptable version and the Collaborator's researcher(s) shall refrain from making such publication or presentation for a period of time to be agreed to by the parties.

**ARTICLE VIII: INTELLECTUAL PROPERTY.** Copyrightable material, works of authorship, inventions and other intellectual property ("Intellectual Property") created by SMU or Collaborator will remain the property of the party creating such Intellectual Property. Intellectual Property created jointly, will be jointly owned, as provided by federal law. Each party grants to the other party a non-exclusive, royalty-free license to use Intellectual Property provided in connection with or created during performance of the Work for research and education. Such license does not include the right to commercialize such Intellectual Property or to sublicense such use.

**ARTICLE IX: PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE PARTIES.** SMU and Collaborator each agrees to receive and maintain proprietary or confidential information of the other party in strict confidence. Acceptance and use of any proprietary or confidential

information, which may be supplied by a disclosing party in the course of the Work, shall be subject to the following:

- (a) The information must be marked or designated in writing as proprietary or confidential to the disclosing party. Information disclosed orally will be proprietary or confidential information only if (a) the proprietary or confidential nature of such information is identified at the time of disclosure and (b) the proprietary or confidential nature of such information is confirmed in writing within five (5) business days of oral disclosure.
- (b) The receiving party retains the right to refuse to accept any such information.
- (c) Where the receiving party does accept such information as proprietary or confidential, it agrees to exercise all reasonable efforts not to reveal the information to others without the permission of the disclosing party, unless the information (i) is generally available in the public domain, or thereafter becomes available to the public through no act of the receiving party; (ii) was independently known prior to receipt thereof, or made available to such receiving party as a matter of lawful right by a third party; (iii) relates to potential hazards or cautionary warnings associated with performance of the Work, (iv) is required to be disclosed by government regulation or law or by order of a court of law or other governmental authority of competent jurisdiction; provided that the disclosing party is given adequate written notice to allow it to protest such disclosure; (v) has already been developed by the receiving party independently of the disclosing party's proprietary or confidential information; or (vi) relates to or resulted from research programs or other activities that have been designated as "Fundamental Research" under National Security Decision Directive 189 or otherwise approved in writing for publication by SMU. It is agreed that such reasonable efforts by the receiving party will be in lieu of all other obligations or liabilities of the receiving party relative to proprietary or confidential information. The receiving party will not be held financially liable for any inadvertent disclosure. The above obligations relating to proprietary and confidential information shall be in effect for a period of one (1) year from the termination of this Agreement.
- (d) Family Educational Rights and Privacy Act ("FERPA") data and personally identifiable information (PII) may only be received by authorized representatives. FERPA and PII data (i) may only be used to meet the purpose or purposes of the Work as stated in this Agreement, (ii) must be kept confidential at all stages of the Work, including all reports (iii) must be destroyed when no longer needed for purposes of the Work. Approval to use FERPA and PII data does not confer approval to another study except that the Collaborator and SMU may enter into an additional agreement, with respect to another study or studies, that may or may not be related to this Agreement.

**ARTICLE X: REPORTS.** The Collaborator shall furnish SMU with written reports/results of the Work at designated times as agreed upon by both parties.

**ARTICLE XI: USE OF NAMES.** The Collaborator will not use SMU's name or logos or the name of any of SMU's employees in any form of publicity without the written permission of SMU. Nothing contained herein allows SMU to use the name \_\_\_\_\_, or any of the Collaborator's logos or images or the name of any of Collaborator's employees or students unless prior written

permission is obtained. SMU shall take no action that states or implies or allows another to infer that the Collaborator has approved or endorsed SMU's products or services. The parties agree that each party may disclose factual information regarding the existence and purpose of the Agreement as required to satisfy financial reporting obligations or to comply with applicable laws and regulations, without written permission from the other party.

**ARTICLE XII: NO WARRANTIES.** SMU agrees that the Collaborator's primary mission is education and advancement of knowledge and the Work will be designed to carry out that mission. The manner of performance of the Work shall be determined solely by the Collaborator. The Collaborator does not guarantee specific results. Any and all information, materials, services, intellectual property and other property and rights granted and/or provided by the Collaborator pursuant to this Agreement (including the deliverables), are granted and/or provided on an "as is" basis. **THE COLLABORATOR MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ARISING OUT OF ANY COURSE OF DEALING, ARE EXPRESSLY DISCLAIMED.**

**ARTICLE XIII: LIMITATION OF LIABILITY; COLLABORATOR RESPONSIBILITY; INDEMNIFICATION.** Neither party shall be liable to the other party or any third party for any reason whatsoever arising out of or relating to this Agreement (including any breach of this Agreement) for loss of profits or for incidental, indirect, special or consequential damages, even if such party has been advised of the possibility of such damages or has or gains knowledge of the existence of such damages. **SMU TAKES FULL RESPONSIBILITY FOR ITS USE OF THE INFORMATION, DELIVERABLES AND RESULTS OBTAINED FROM THE ACTIVITIES PERFORMED BY THE COLLABORATOR UNDER THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, SMU AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COLLABORATOR, ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, VOLUNTEERS AND AGENTS FROM AND AGAINST ANY AND ALL LOSS, COST, EXPENSE, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, FINE, PENALTY OR CAUSE OF ACTION (EACH A "CLAIM") ARISING OUT OF THE USE BY SMU OF THE INFORMATION, DELIVERABLES AND THE RESULTS OBTAINED FROM THE ACTIVITIES PERFORMED BY THE COLLABORATOR UNDER THIS AGREEMENT, IT BEING THE EXPRESS INTENT OF SMU AND COLLABORATOR THAT THE RESEARCH IS PROVIDED "AS IS" AND THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE COLLABORATOR IS TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH INDEMNIFIED PARTY AS PROVIDED ABOVE EVEN TO THE EXTENT SUCH CLAIM IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE OF AN INDEMNIFIED PARTY.**

**ARTICLE XIV: INSURANCE REQUIREMENTS**

Client agrees to have and maintain (at its own expense) the policies set forth in Exhibit A entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. These requirements are subject to amendment or waiver only if so approved in writing by SMU. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

**ARTICLE XV: INDEPENDENT CONTRACTOR.** In the performance of this Agreement, the Collaborator shall be an independent contractor. Neither party is authorized to act as the agent for the other and neither shall be bound by the acts of the other.

**ARTICLE XVI: ASSIGNMENT.** Neither this Agreement nor the rights or obligations herein granted to either party shall be assignable or otherwise transferable by that party without the other party's prior written consent which shall not be unreasonably withheld. Such assignment shall not relieve the party of its obligations hereunder and the other party may ask for reasonable assurances to such effect. Any such assignee for the party shall be bound by the terms hereof as if such assignee were the original party hereto.

**ARTICLE XVII: NOTICES.** Any notices required or permitted by this Agreement shall be in writing and shall be delivered by hand, by facsimile, by email, or by United States mail, postage prepaid to the following addresses:

Collaborator: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SMU: Southern Methodist University  
Attn: Angelita Trevino  
Director, Sponsored Projects Administration  
PO Box 750240  
Dallas, Texas 75275-0240  
Phone: 214-768-4708  
Email: [researchcontracts@smu.edu](mailto:researchcontracts@smu.edu)

Paul J. Ward  
Vice President for Legal Affairs and Government Relations  
Southern Methodist University  
P.O. Box 750132  
Dallas, TX 75275-0132  
Email : [ola@smu.edu](mailto:ola@smu.edu)

**ARTICLE XVIII: FORCE MAJEURE.** In the event of circumstances beyond the reasonable control of either or both parties, including but not limited to proven illness of SMU's or the Collaborator's researchers, riots, strikes, Acts of God, or the exercise of authority of either the federal or state governments or any political subdivision thereof, which prevent the performance of the obligations of this Agreement by either party, this Agreement may be modified by mutual consent of the parties or shall otherwise become null and void.

**ARTICLE XIX: GOVERNING LAW; JURISDICTION.** [Intentionally Omitted.]

**ARTICLE XX: ENTIRE AGREEMENT; AMENDMENTS; SEVERABILITY.** This document sets forth the entire agreement of the parties concerning the subject matter hereof. This Agreement may only be amended in writing and duly executed by authorized representatives of the parties. Should any provision of this Agreement be held invalid, unenforceable or contrary to public policy, law, statute or ordinance, then the remainder of the provision, paragraph, section and/or Agreement shall not be affected thereby and shall remain valid and fully enforceable.

**ARTICLE XXI: COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in multiple counterparts, including facsimile counterparts, each of which shall be

deemed an original, and all of which together shall constitute one and the same instrument. This Agreement and any other documents requiring a signature hereunder may be signed electronically or by an original signature. Each party agrees not to deny the legal effect or enforceability of this Agreement or any such other document on the ground that it is an electronic record or bears an electronic signature.

**ARTICLE XXII: COMPLIANCE WITH LAWS AND REGULATIONS.** The Collaborator warrants that all Work to be provided hereunder shall fully comply with all applicable federal, state and local statutes, rules and regulations, and that it shall be deemed a material breach of this Agreement by the Collaborator if it shall fail to observe this requirement. If such a breach occurs, SMU may terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this agreement.

|   |   |
|---|---|
| <p>SOUTHERN METHODIST UNIVERSITY</p> <hr/> <p>Signature of Authorized Official</p> <p>Name: Sukumaran Nair</p> <p>Title: Vice-Provost for Research and<br/>Chief Innovation Officer</p> <p>Date: _____</p> <p>Viewed and Initialed</p> <p>Name: Angelita Trevino<br/>Title: Director, Sponsored Projects Administration<br/>Date: _____</p> | <p>Collaborator</p> <hr/> <p>Signature of Authorized Official</p> <p>Name:</p> <p>Title:</p> <p>Date: _____</p> |
|---|---|

ATTACHMENT A  
STATEMENT OF WORK



ATTACHMENT B

BUDGET

**EXHIBIT A**  
**Southern Methodist University**  
**Office of Risk Management**  
**Insurance Requirements of the Agreement**  
**(Third Party Doing Business with SMU) as of 2/15/22**

A valid Certificate of Insurance, along with copies of policy provisions and the required endorsements, must be provided to SMU's Office of Risk Management by any person or Entity who is (i) providing goods or services to or for SMU, (ii) using SMU property for events, programs or other purposes or (iii) otherwise doing business with SMU (each a "Client"). Insurance must be in place prior to commencement or provision of goods or services or the use of property or other business engagement and must be maintained throughout the term of the contract or other agreement or engagement between SMU and the Client (the "Contract"), and thereafter. Client, at its sole cost and expense including payment of any premiums, deductibles, and/or self-insured retentions, will provide the insurance required pursuant to this **Exhibit A** sufficient to insure all of the Client's duties and responsibilities under the Contract, as required below:

1. These requirements apply to Client, and to Client's sub-subcontractors, consultants, suppliers and others fulfilling Client's obligations under the Contract, whether individuals or entities and including international providers (collectively, "Subcontractors"). Client must require all Subcontractors to comply with the insurance requirements applicable to Client.
2. The Client must be licensed or otherwise authorized to do business in the State of Texas.
3. Insurance must be issued by insurance companies with not less than an AM Best A-III rating.
4. Client and its insurers must waive subrogation against SMU, its trustees, officers, employees, students, volunteers and agents for claims or any other loss arising out of Client's negligence, willful misconduct, or omission.
5. Client will provide coverage for broad-form indemnification if such indemnification is required by the Contract.
6. Client will maintain all insurance required by this **Exhibit A** throughout the term of the Contract. For any "claims-made" coverage, such as insurance for any professional liability or directors and officers coverage, each policy must have a retroactive date prior to the date of project or Contract commencement which must be stated on the certificate of insurance and must be maintained by the Client until completion of the project and for at least three years thereafter either through policies in force or through "tail coverage."
7. Additional insured status will be written as noted for commercial general liability, automobile liability and excess liability or as noted on the P.2 of this form using ISO additional insured endorsements for ongoing and completed operations. For purposes of this additional insured requirement, "equivalent coverage" means coverage for liability caused by Client's actions and omissions in connection with the Contract, including coverage for the negligence or fault of Client and/or SMU or other parties indemnified under the Contract as to third-party bodily injury or death, of an employee or agent of the Client or of Subcontractors, including products-completed operations.
8. If any of Client's employees will at any time be working under the direction or control of SMU, then SMU must be named as alternate employer on the Workers' Compensation/Employer's Liability insurance and a copy of such endorsement will be attached to Client's certificate of insurance.
9. Client agrees to allow SMU to review all applicable insurance policies upon request.
10. Client is responsible for maintaining its own insurance coverage on its personal property.

11. Client and its insurer will provide at least 30 days' prior written notice to SMU of cancellation, changes in coverage which no longer satisfy these requirements, or nonrenewal of any policy.

The Certificate of Insurance must be completed using the following Description and Certificate Holder language, and will be acceptable to SMU:

1. **DESCRIPTION:** SMU must be included as additional insured unless noted otherwise on the attached form and must include the following language:

***Southern Methodist University, its trustees, officers, employees, students, volunteers and agents are included as additional insureds (as the interest of each insured may appear) as to all insurance coverage required.***

2. **CERTIFICATE HOLDER:** listed as follows and address to send Certificate of Insurance to:

*Southern Methodist University  
Office of Risk Management  
P.O. Box 750231  
Dallas, Texas 75275-0231  
[riskmanagement@smu.edu](mailto:riskmanagement@smu.edu)*

3. **CONTACT FOR QUESTIONS:** Associate Director, Risk Operations  
Your prompt attention in this matter is greatly appreciated. If you have any questions, please contact (214) 768-2486 or [riskmanagement@smu.edu](mailto:riskmanagement@smu.edu); Fax: (214) 768-4138

**SOUTHERN METHODIST UNIVERSITY**  
**Standard Minimum Limits of Liability and Certificate of Insurance Requirements**

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. There are specific requirements that supersede the Standard Minimum Limits providing high-risk services or for other high-risk projects and events. Please consult with the Office of Risk Management.

**All Coverages and Minimum Limits of Liability listed below are required.**

| Line of Coverage  | Description of Coverage and minimum Limits of Liability  |   | SMU Included as Additional Insured Required |
|---|--|---|---|
| General Liability<br>CG 00 01   | Premises Liability<br>Personal Injury<br>Products Liability<br>Medical Payments<br>Sexual Molestation/Assault<br>General Aggregate                       | \$1,000,000 per occurrence<br>\$1,000,000<br>\$1,000,000<br>\$10,000<br>\$50,000<br>\$2,000,000   | Yes   |
| Automobile Liability<br>CG 00 01<br>CA 00 05, ..12, ..20  | Combined Single Limit  | \$1,000,000 (any auto)  | Yes   |
| Workers' Compensation   | Injury/Illness<br>Employer's Liability   | Statutorily required limits<br>\$1,000,000  | N/A   |
| <b>Other coverages that may be required based on the goods, services, or activities of the Contractor</b> |  |   |   |
| Excess Liability (GL)   | Over General Liability, auto,<br>employer's liability (WC)   | \$5,000,000   | Yes   |
| Director's & Officer's Liability  | Wrongful Acts<br>Errors & Omissions  | \$1,000,000 per occurrence  | Yes   |
| Professional Liability  | Architects & Engineers<br>Lawyer's Malpractice<br>Medical Malpractice<br>Technology Errors & Omissions<br>Media Errors & Omissions<br>Research Liability | \$1,000,000 per claim/occurrence<br>\$1,000,000 per claim/<br>occurrence<br>\$1,000,000 per<br>claim/occurrence<br>\$1,000,000 per<br>claim/occurrence<br>\$1,000,000 per<br>claim/occurrence | Yes   |
| Cyber Liability   | Breach, Privacy, Virus, Security   | \$1,000,000 per claim/occurrence<br>\$2,000,000 aggregate   | Yes   |
| Crime/Fidelity  | Embezzlement, Fraud, Theft   | \$1,000,000 per occurrence<br>\$2,000,000 aggregate   | Yes   |
| Others as listed:   |  |   | Yes   |